Releasable

Date: 10/23/09, 11/20/09

Document: 876126, 877719

INSURANCE COMPANY OF NORTH AMERICA, PHILADELPHIA, PENNSYLVANIA

MJH 5/9/78 Boston 524 120296(N-El) Thomas E Sears New Line

Attached to and hereby made a part of Certificate of Excess Insurance No. XCP 14324

DECLARATIONS

THOMAS E-SEARS INC.

INSURANCE PARK BOUARE BUILDING 31 ST. JAMES AVENUE

BOSTON, MASS. 02116

Item I.

Name of

Insured - Monsanto Company

Address _ L 800 North Lindbergh Boulevard St. Louis, Missouri 63166

> Item J. Certificate Term --- From: 4/1/78 To:

4/1/79 12:01 A.M., standard time at the address of the insured as stated in Item 2 above.

Item 4. Primary Insurance ---

Primary Carriers

Policy Numbers

Policy Periods

Various

Various

4/1/78 - 79

Item 5. Description of Primary Insurance -- Casualty Excess - \$56,000,000. each occurrence and aggregate in excess of various primary policies.

Hom 6. Description of Excess Insurance — \$1,000,000 - Quota Share, part of \$22,000,000. each occurrence and aggregate in excess of primary policies and \$56,000,000 intervening excess.

\$5,000. Flat charge for Policy Period. Item 7. Premium ----

Item 8. attached hereto and made a part hereof:
No. 1 --- Nuclear Energy Liability Exclusion Endorsement (Form LC-1012)

No.2-Named Insured Endorsement

No.3-Employee Benefits Liability Explanatory Endorsement No.4-Aircraft Exclusion

No.5-Excess Fidelity Exclusion

LC-1182 5M 6-73 PTD. IN U.S.A.

This is a certificate of excess insurance issued by INSURANCE COMPANY OF NORTH AMERICA (herein called INA) to the party or parties named in the declarations made a part hereof (herein called the Insured).

- A. WHEREAS, the primary carriers have issued to the Insured policies of insurance listed in Item 4 (Primary Insurance) of the declarations (which policies, including renewals or replacements thereof on the same basis, are herein called the primary insurance) which are providing the insurance described in Item 5 (Description of Primary Insurance) of the declarations.
- B. NOW, this certificate is so idemnify the Insured in accordance with the applicable insuring agreements, exclusions and conditions of the primary insurance for excess loss as specified in Item 6 (Description of Excess Insurance) of the declarations.
- C. The insurance afforded by this certificate shall follow that of the primary insurance except:
 - (1) anything in this certificate or the primary insurance to the contrary notwithstanding, INA shall not be obligated to assume charge of the settlement or defense of any claim or suit brought or proceeding instituted against the Insured, but INA shall have the right and be given the opportunity to associate with the insured in the defense or control of any claim, suit or proceeding which appears reasonably likely to involve INA, in which event the insured and INA shall cooperate in all things in the defense or control of such claim, suit or proceeding, but no obligation shall be incurred on behalf of INA without its consent being first obtained, however, in the event that the amount of the excess loss becomes certain either through trial court judgment or agreement among the Insured, the claimant and INA, then, the insured may pay the amount of excess loss to the claimant to effect settlement and, upon submission of due proof thereof, INA will indemnify the Insured for such payment, or, INA will, upon request of the insured, pay such amount to the claimant on behalf of the

- Insured; (2) the insurance afforded by this certificate shall not apply to any expenses for which insurance is provided in the primary insurance; (3) where amended by endorsement attached hereto.
- D. The premium for this certificate is the amount stated in Item 7 of the declarations and is payable upon delivery of this certificate.
- E. INA shall be furnished with copies of the primary insurance and all endorsements thereto which in any manner affect this excess insurance as soon as practicable.
- F. This certificate may be canceled by the Insured by surrender thereof to INA or any of its authorized agents, or by mailing to INA written notice stating when thereafter such cancelation shall be effective, it being agreed, however, that in the event of cancelation or termination of the primary insurance, this certificate, to the extent of such cancelation or termination, shall cease to apply at the same time without notice to the Insured. This certificate may be canceled by INA by mailing to the first Named Insured at the address shown herein written notice stating when, not less than thirty (30) days thereafter, such concelation shall be effective. The mailing of notice as aforesaid shall be sufficient natice and the effective date of cancelation stated in the notice shall become the end of the term of this certificate. Delivery of such written notice either by the Insured or by INA shall be equivalent to mailing.
- G. If the period of the primary insurance is not concurrent with the terms of this certificate, it is agreed that for the purpose of determining INA's liability for loss in excess of the aggregate limits, where applicable, of the primary insurance, only loss happening during the term of this certificate shall be included.

IN WITNESS WHEREOF, INSURANCE COMPANY OF NORTH AMERICA has caused this certificate to be signed by its President and Secretary-Treasurer at Philadelphia, Pennsylvania and countersigned by a duly authorized agent of the company.

	Agent	:	Secretary-Treasurer
Countersigneds	Blinger		Presiden

MONS 155112

LC-1183 12/66 PM. In U.S.A.



lemed Insured	Endorsement Number
MONSANTO COMPANY	#8
alley Symbol Palley Number Polley Period	Effective Date of Endomement
XCP 14324 4/1/78 - 4/1/79	4/1/78
XCP 14324 4/1/78 - 4/1/79 sound By (Name of Insurance Company)	1 4/1/78

It is understood and agreed Endorsement No. 8 is cancelled and replaced with the following:

1. DEFINITION OF "NAMED ASSURED"

A) Monsanto Company and/or subsidiaries, owned and controlled companies, held directly or indirectly, as now or hereafter constituted; and associated and affiliated companies in which Monsanto Company has an interest equal to 50% or less, either directly or indirectly, but only to the extent of Monsanto Company's interest.

Notwithstanding the foregoing, the name of the Assured is subject to the terms and conditions of the Joint Venture Clause forming part of this policy.

- 2. Monsanto Company is authorized to act in behalf of all interests including as Named Assureds with respect to all matters relating to insurance afforded by this insurance, including the giving and receiving of notice of cancellation, the paying of premiums, and receiving of return premiums, if any.
- 3. The following are included as Assureds hereunder;
 - A) "M-E" and Emery Industries, Inc., but only with respect to Liability arising from the operations of Monsanto Company or arising from the maintenance and use of the premises at Nitro West Virginia but not for any limit of insurance greater than that specified in the Monsanto Emery Agreement.
 - B) TOSCO Corporation but only with respect to Liability arising from the operations of Monsanto Company at plants jointly owned by Monsanto Company and TOSCOCorporation at Avon, California but not for any limit of insurance greater than that specified in the Monsanto-TOSCO agreement.
 - C) Continental Oil Company (CONOCO) but only with respect to liability arising out of the construction, maintenance, use or operation of the joint venture facilities at Chocolate Bayou but not for any limit of insurance greater than that specified in the Monsanto-CONOCO agreement.

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CC-1215 Ptd. In U.S.A.



Named Insured			Endorsement Number
MON	SANTO COMPANY	·	#8
	Policy Number 14324	Policy Period 4/1/78 - 4/1/79	Effective Date of Endorsement 4/1/78
	e of Insurance Company) urance Compar	y of North America	

It is further agreed that exception (7) of the Broad as Primary Rider shall not apply to this joint venture operations, nor shall the joint venture clause attached to this policy apply with respect to this joint venture.

D) Slay Bulk Terminals, Inc. is included as an Additional Assured hereunder but only with respect to the liability arising from the operations of Monsanto Company at Barton Street and Victor Street terminals, and subject to the limit of insurance as specified in the Barton Street and Victor Street operating agreements.

Nothing contained in the foregoing shall increase underwriters limit of liability under this policy from that shown in the declarations.

5/17/79/wd

CC-1E15 Ptd. In U.S.A.

			·
Monsa	NTO COMPANY		Endorsement Number 7
	Policy Number	Policy Period	Effective Date of Endorsement
XCP	14324	4/1/78-79	4/1/78
issued By (Nam	e of Insurance Company	·)	

It is understood and agreed Endorsement # 6 (revised) is cancelled and replaced with the following:

1. DEFINITION OF "NAMED ASSURED"

INSURANCE COMPANY OF NORTH AMERICA. (SRF)

- A) Monsanto Company and/or subsidiary, associated, affiliated companies or owned and controlled companies as now or hereafter constituted.
- 2. Monsanto Company is authorized to act in behalf of all interests included as Named Assureds with respect to all matters relating to insurance afforded by this insurance, including the giving and receiving of notice of cancellation, the paying of premiums, and receiving of return premiums, if any.
- 3. The following are included as Assureds hereunder:
 - A) "M-E" and Emery Industries, Inc., but only with respect to Liability arising from the operations of Monsanto Company or arising from the maintenance and use of the premises at Nitro West Virginia but not for any limit of insurance greater than that specified in the Monsanto Emery agreement.
 - B) TOSCO Corporation but only with respect to Liability arising from the operations of Monsanto Company at plants jointly owned by Monsanto Company and TOSCO Corporation at Avon, California but not for any limit of insurance greater than that specified in the Monsanto-TOSCO agreement.
 - C) Continental Oil Company (CONOCO) but only with respect to liability arising out of the construction, maintenance, use or operation of the joint venture facilities at Chocolate Bayou but not for any limit of insurance greater than that specified in the Monsanto-CONOCO agreement.

It is further agreed that exception (7) of the Broad as Primary Rider shall not apply to this joint venture operations, nor shall the joint venture clause attached to this policy apply with respect to this joint venture.

		Authorized Agent
MJH		
Page	1	

CC-1E15 Ptd. in U.S.A.

ORIGINAL

Named Insured			Endorsement Number	
	MONSANTO COM	PANY		
	Policy Number	Policy Period	Effective Date of Endorsement	
XCP	14324	4/1/78 - 79	4/1/78	
	ne of Insurance Company)			
INSURA	NCE COMPANY OF	NORTH AMERICA (SRF)		

D) Slay Bulk Terminals, Inc. is included as an Additional Assured hereunder but only with respect to the liability arising from the operations of Monsanto Company at Barton Street and Victor Street terminals, and subject to the limit of insurance as specified in the Barton Street and Victor Street operating agreements.

Nothing contained in the foregoing shall increase underwriters limit of liability under this policy from that shown in the declarations.

Page 2 MJH

Authorized Agent

CC-1E15 Ptd. In U.S.A.

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N				
Named Insured			Endorsement Number	
Monsan	to Company	<u>—</u>	6	
Policy Symbol		Policy Period	Effective Date of Endorsement	_
XCP	14324	4/1/78 to 4/1/79	4/1/78	
Issued By (Name	of Insurance Company			
Insura	nce Company	of North America - SRF		
			present is issued subsequent to the preparation of	the

1. DEFINITION OF "NAMED ASSURED"

- A) Monsanto Company and/or subsidiary, associated, affiliated, companies or owned and controlled companies as now or hereafter constituted.
- B) Slay Bulk Terminals, Inc. is included as a Named Assured but only with respect to the liability arising from the operations of Monsanto Company at Barton Street and Victor Street terminals, and subject to the limit of insurance as specified in the Barton Street and Victor Street operating agreements.
- Monsanto Company is authorized to act in behalf of all interests included as Named Assureds with respect to all matters relating to insurance afforded by this insurance, including the giving and receiving of notice of cancellation, the paying of premiums, and receiving of return premiums, if any.
- 3. The following are included as Assureds hereunder:
 - A) "M-E" and Emery Industries, Inc., but only with respect to Liability arising from the operations of Monsanto Company or arising from the maintenance and use of the premises at Nitro West Virginia but not for any limit of insurance greater than that specified in the Monsanto Emery agreement.
 - B) TOSCO Corporation but only with respect to Liability arising from the operations of Monsanto Company at plants jointly owned by Monsanto Company and TOSCO Corporation at Avon, California but not for any limit of insurance greater than that specified in the Monsanto-TOSCO agreement.
 - C) Continental Oil Company (CONOCO) but only with respect to liability arising out of the construction, maintenance and use of the joint venture facilities at Chocolate Bayou but not for any limit of insurance greater than that specified in the Monsanto-CONOCO agreement.

Nothing contained in the foregoing shall increase underwriters limit of liability under this policy from that shown in the declarations.

It is understood and agreed Endorsement No. 2 attached to this policy is cancelled.

DH

CC-1E15 Ptd. In U.S.A.

ORIGINAL

MONS 155117

Authorized Agent



IName of Insurance Campanys

This Endorsement, effective

Forms a part of Policy No.

Issued to:

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

Excess Fidelity Exclusion

It is agreed that this policy shall not apply to losses sustained by reason of the dishonesty of any or all of the insureds employees, as stated in Primary and Excess Fidelity Insurance coverage.

It is further agreed that losses pertaining to primary or excess Fidelity coverage shall not impair the underlying aggregate of \$56,000.000

Endt. #5 MJH 5/9/78

Authorized Agent

MONS 155118

CC-2508 Printed in U.S.A.

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► freezed to:			
stude by	(Name of Insurance	Company	······································
This Endorsement, effective	Forms a part of Policy No.	Issued to:	<i>t</i> •
_			

AIRCRAFT EXCLUSION

It is agreed that as respects the coverage afforded by this policy for the ownership, maintenance or use of aircraft, the following additional exclusions apply:

- () to the use of aircraft for purposes not within the terms of the coverage of the underlying insurance described in Schedule A;
- () unless the aircraft is piloted by a person or persons meeting the requirements for pilot experience and pilot certification set forth in the terms of coverage of the underlying insurance described in Schedule A;
- () to any liability assumed by the Insured arising out of the engineering, design or workmanship in the manufacture or sale of aircraft.

It is further understood and agreed that as respects the coverage provided by this policy, the Limit of Liability for Property Damage is \$250,000 for damage to or destruction of aircraft rented to, occupied or used by or in the care, custody or control of the insured to the extent the Insured is not under contract to provide insurance therefor.

Endt. #4 MJH

MONS 155119

CC-2508 Printed in U.S.A.

This Endorsement, effective	Forms a part of Policy No.	issued to:	
•	Name at Insurance	Company)	
lssued by			

Employee Benefits Liability Explanatory Endorsement

"It is understood and agreed that the following exclusion is added as respects to Employee Benefits Liability coverage:

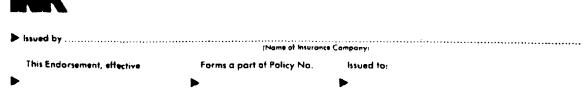
To any claim based upon any actual or alleged error or omission or breach of duty, committed or alleged to have been committed by a trustee, in the discharge of fiduciary duties, obligations, or responsibilities imposed by the Federal Employee Retirement Income Security Act of 1974".

Endt.#3 MJH 5/9/78

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MONS 155120

CC-2508 Printed in U.S.A.



Named Insured Endorsement

Monsanto Company and such subsidiary, associated, affiliated companies or owned and controlled companies in which Monsanto Company has an interest of more than 50% either directly or through other companies in which Monsanto Company's interest exceeds 50% directly or indirectly including companies where such total interest may also be established by the holdings of Monsanto Company's nominees and any other such companies constituted or acquired after the inception herof which qualify under the foregoing definition.

In addition to the above any associated or affiliated companies in which Monsanto Company has an interest equal to or less than 50% either directly or indirectly, but only to the extent of Monsanto Company's interest.

Slay Bulk Terminals, Inc. is included as a Named Assured but only with respect to the liability arising from the operations of Monsanto Company at Barton Street and Victor Street terminals, and subject to the limit of insurance as specified in the Barton Street and Victor Street operating agreements.

Endt. #2 MJH

CC-2508 Printed in U.S.A.

N	j.	V

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Breef Form)

Named Insured	
Effective	Policy No.
Issued by (Name of insurance Company)	hen this endorsement is issued subsequent to the preparation of the policy.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

ALL AUTOMOBILE LIABILITY, GENERAL LIABILITY AND MEDICAL PAYMENTS
INSURANCE OTHER THAN FAMILY AUTOMOBILE, SPECIAL PACKAGE AUTOMOBILE,
COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE

files agreed that:

- I. The poincy does not apply
 - A. Under any Liability Coverage, to bodily injury or property damage
 - (1) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the Insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous proporties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- C. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if
 - (1) the nuclear material (a) is at any nuclear faculity owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;
 - (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (3) the bedrily injury or property damage arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is facility is facility in foreign thin the United States of America, its territories or passessions or Canada, this exclusion (3) applies only in property damage to such nuclear facility and any property thereat.
- 11. As used in this endersament:
 - "hazardous proporties" include radioactive, faxic or explosive proporties;
 - "nuclear material" means source material, special nuclear material or byproduct material;
 - "source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
 - "apont fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;
 - "waste" means any weste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;
 - "nuclear facility" means
 - (a) any nuclear reactor,
 - (b) any equipment or device designed or used for (1) separating the isotopes of eranium or platonium, (2) processing or utilizing spont fuel, or (3) handling, processing or packaging waste,
 - (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the inaured at the promises where such equipment or device is located consists of or contains more than 25 grams of plutenium or uranium 233 or any combinations thereof, or more than 250 grams of uranium 235.
 - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all promises used for such operations,

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a Critical mass of fissionable material:

"groperty damage" includes all forms of radioactive contamination of property.

Endt. #1 MJH

Authorized Agent

LC-1012 (A0009) 17-7-66 Printed in U.S.A.

This is to certify that the policy of insurance to which this endorsement is attached represents business in the above State sacred through the below named resident agent licensed by the Insurance Department of said State, and that such agent, whose name is signed below this certificate, is duly licensed to act as such for this Company in said State.

Thomas E. Sears 833 Park Square Building 31 St. James Avenue Boston, Ma. 02116 524 120296

Attached to Policy No. XCP 14324 , issued to Monganto Company

TT 4/1/78=79

MO-2C57 Ptd. In U.S.A.



INSURANCE COMPANY OF NORTH AMERICA, PHILADELPHIA, PENNSYLVANIA

TC 4/10/80

Attached to and hereby made a part of Certificate of Excess Insurance No. XCP 143756

DECLARATIONS

Thomas E. Sears Ins. 524 120296 N-El

Ren. of XCP 143434

THOMAS E-SEARS INC.

INSURANCE - REINSURANCE

REWOT NOOSHAH RHOL Teera Houmerald Cor BOSTON, MASS, 02116

Name of

Insured ---

Monsanto Company, Etal.

(See Named Assured Endorsement #2)

800 North Lindbergh Blvd. St. Louis, MO. 63166

Item 2. Address — L

4-1-80

To:

To: $4-\overline{1-81}$ 12:01 A.M., standard time at the address of the insured as stated in Item 2 above.

Item 4. Primery Insurance -

Item 3. Certificate Term - From:

Primary Carriers

Policy Numbers

Policy Periods

Various

Various

4/1/80~81

item 5. Description of Primery Insurance -

See limits of liability endorsement attached

Item 6. Description of Excess Insurance ---

See limits of liability endorsement attached

Itom 7. Promium ---

\$23,920 Flat charge for policy period

Item 8. attached hereto and made a part hereof: No. 1 -- Nuclear Energy Liability Exclusion Endorsement (Form LC-1012)

See schedule of endorsements attached.

LC-1182 SM 6-73 PTD, IN U.S.A.

This is a certificate of excess insurance issued by INSURANCE COMPANY OF NORTH AMERICA (herein called INA) to the party or parties named in the declarations made a part hereof (herein called the insured).

- A. WHEREAS, the primary carriers have issued to the Insured policies of insurance listed in Item 4 (Primary Insurance) of the declarations (which policies, including renewals or replacements thereof on the same basis, are herein called the primary insurance) which are providing the insurance described in Item 5 (Description of Primary Insurance) of the declarations.
- B. NOW, this certificate is to idemnify the Insured in accordance with the applicable insuring agreements, exclusions and conditions of the primary insurance for excess loss as specified in Item 6 (Description of Excess Insurance) of the declarations.
- C. The insurance afforded by this certificate shall fallow that of the primary insurance except:
 - (1) anything in this certificate or the primary insurance to the contrary notwithstanding, INA shall not be obligated to assume charge of the settlement or defense of any claim or suit brought or proceeding instituted against the insured, but INA shall have the right and be given the opportunity to associate with the Insured in the defense or control of any claim, suit or proceeding which appears reasonably likely to involve INA, in which event the insured and iNA shall cooperate in all things in the defense or control of such claim, suit or proceeding, but no obligation shall be incurred on behalf of INA without its consent being first obtained, however, in the event that the amount of the excess loss becomes certain either through trial court judgment or agreement among the Insured, the claimant and INA, then, the insured may pay the amount of excess loss to the claimant to effect settlement and, upon submission of due proof thereof, INA will indemnify the Insured for such payment, or, INA will, upon request of the Insured, pay such amount to the claimant on behalf

- of the insured; (2) the insurance afforded by this certificate shall not apply to any expenses for which insurance is provided in the primary insurance; (3) where amended by endorsement attached hereto.
- D. The premium for this certificate is the amount stated in Item 7 of the declarations and is payable upon delivery of this certificate.
- E. INA shall be furnished with copies of the primary insurance and all endorsements thereto which in any manner affect this excess insurance as soon as procticable.
- F. This certificate may be canceled by the Insured by surrender thereof to INA or any of its authorized agents, or by mailing to INA written notice stating when thereafter such cancelation shall be effective. it being agreed, however, that in the event of cancelation or termination of the primary insurance, this certificate, to the extent of such cancelation or termination, shall cease to apply at the same time without notice to the Insured. This certificate may be canceled by INA by mailing to the first Named Insured at the address shown herein written notice stating when, not less than thirty (30) days thereafter, such cancelation shall be effective. The mailing of natical as aforesaid shall be sufficient notice and the effective date of cancelation stated in the notice shall become the end of the term of this certificate. Delivery of such written natice either by the Insured or by INA shall be equivalent to mailing.
- G. If the period of the primary insurance is not concurrent with the terms of this certificate, it is agreed that for the purpose of determining INA's liability for loss in excess of the aggregate limits where applicable, of the primary insurance, only loss happening during the term of this certificate shall be included.

IN WITNESS WHEREOF, INSURANCE COMPANY OF NORTH AMERICA has caused this certificate to be signed by its President and Secretary-Treasurer at Philadelphia, Pennsylvania and countersigned by a duly authorized agent of the company.

Countersianed

LC-1183-1 12/86 Ptd. in U.S.A



Nemed Insured M(NSANTO COMPANY	ETAL	Endorsement Number # 8
Policy Symbol XCP	Policy Number 143756	Policy Period 4/1/80 - 4/1/81	Effective Date of Endomement 4/1/80
Issued By (Name	of Insurance Company)		

NOTICE OF CANCELLATION

IT IS UNDERSTOOD AND AGREED THAT IN THE EVENT OF CANCELLATION
BY THE COMPANY 60 DAYS WRITTEN NOTICE OF SUCH CANCELLATION
WILL BE GIVEN TO THE NAMED INSURED, EXCEPT THAT THIS AMENDMENT
SHALL NOT APPLY TO CANCELLATION FOR NON PAYMENT OF PREMIUM.

XL 7/11/80

CC-1615 Ptd. in U.S.A.

Authorized Agent

MONS 156771

ORIGINAL



JUL 18 1980

Nemed Insured			Endorsement Number
	Monsanto	Company, Etal	# .7
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
XCP	143756	4/1/80 - 4/1/81	4/1/80
Issued By (Nam	e of Insurance Comp	iny)	
		Insurance Company	of North America

AMENDATORY ENDORSEMENT

It is agreed that Item 4 on the Declaration page (LC-1182) is amended to read as follows:

Primary Carriers Policy Number

Policy Period

Various London Companies SD5023/UMA0223 April 1st, 1980 to

April 15t 1983

XL 7/11/80

CC-1E15 Ptd. in U.S.A.

MONS 156772

ORIGINAL

Named Insure	<u> </u>		Endomement Number
	•	· · · · · · · · · · · · · · · · · · ·	#6
Policy Symbol XCP	Policy Number 143756	Palicy Period	Effective Date of Endorsement

EXCESS FIDELITY EXCLUSION

It is agreed that this policy shall not apply to losses sustained by reason of the dishonesty of any or all of the insureds employees, as stated in Primary and Excess Fidelity Insurance coverage.

It is further agreed that losses pertaining to primary of excess Fidelity coverage shall not impair the underlying aggregate.

TC 4/10/80

ORIGINAL

MONS 156773

Authorized Agent

1			
Named Insured			Endorsement Number
·			#5
Policy Symbol	Policy Number	. Policy Period	Effective Dete of Endorsement
XCP	143756	ľ	

EMPLOYEE BENEFITS LIABILITY EXPLANATORY ENDORSEMENT

"It is understood and agreed that the following exclusion is added as respects to Employee Benefits Liability Coverage:

To any claim based upon any actual or alleged error or omission or breach of duty, committed or alleged to have been committed by a trustee, in the discharge of fiduciary duties, obligations, or responsibilities imposed by the Federal Employee Retirement Income Security Act of 1974".

TC 4/10/80

ORIGINAL

MONS 156774

Authorized Agent

	VIV.		•	
$\overline{}$	Named Insured			Endorsement Number
,	Policy Symbol XCP	Policy Number 143756	Policy Period	Effective Date of Endorsement
		of insurance Company)		n this endorsement is issued subsequent to the preparation of the polic

AIRCRAFT PRODUCTS AND GROUNDING EXCLUSION

in consideration of the premium charged, it is understood and agreed that such insurance as is afforded by this policy shall not apply, under the Products Hazard, to any and all Aircraft Products. "Aircraft Products" means aircraft (including missiles or space craft and any ground support or control equipment used therewith) and any article furnished by the insured and installed in aircraft or used in connection with aircraft or for spare parts for aircraft, or tooling used for the manufacture thereof, including ground handling tools and equipment and also means training aids, instructions manuals, blue prints, engineering or other data, and/or any article in respect of which engineering or other advice and/or services and/or labor had been given or supplied by the insured relating to such aircraft or article.

It is still further agreed that such insurance as is afforded by this policy shall not apply to any claim or claims, arising out of Grounding. "Grounding" means the complete and continuous withdrawal at or about the same time in the interest of safety, of one or more aircraft from all flight operations because of a like defect, fault or condition or suspicion thereof in two or more such aircraft whether such aircraft so withdrawn are owned or operated by the same or different persons; firms or corporations. A grounding shall be deemed to commence from the date of an accident or occurrence which discloses such defect, fault or condition, or on the date an aircraft is first withdrawn from service on account of such defects, fault or condition, whichever first occurs.

TC 4/10/80

Authorized Agent

CC-1E15 Ptd. in U.S.A

ORIGINAL

•				
Named Insured			Endomement Number	
			#3	
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement	
XCP	143756	· -		

LIMITS OF LIABILITY ENDORSEMENT

Item 5.

- A) \$58,000,000 each occurrence and aggregate; where applicable; in excess of various primary policies.
- B) \$100,000,000 each occurrence and aggregate; where applicable; in excess of various primary policies.
- C) \$140,000,000 each occurrence and aggregate; where applicable; in excess of various primary policies.

Item 6.

- A) \$2,000,000 each occurrence and aggregate; where applicable; quota share part of \$22,000,000 each occurrence and aggregate; where applicable in excess of \$58,000,000 and various primary policies as indicated in item 5.
- B) \$6,000,000 each occurrence and aggregate; where applicable; quota share part of \$40,000,000 each occurrence and aggregate; where applicable in excess of \$100,000,000 and various primary policies.
- C) \$6,000,000 each occurrence and aggregate; where applicable; quota share part of \$40,000,000 each occurrence and aggregate; where applicable in excess of \$140,000,000 and various primary policies.

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TC 4/10/80	<u> </u>		Authori	zed Agent
CC-1E15 Pld. in U.S.A.		1		•

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`	Named Insured		· · · · · · · · · · · · · · · · · · ·	Endomerrent Number #2 page 1
}	Policy Symbol XCP	Policy Number 143756	Policy Period	Effective Date of Endorsement
	Issued By (Name	of Insurance Company)		

DEFINITION OF "NAMED ASSURED"

1. Monsanto Company and/or subsidiaries, owned and controlled companies, held directly or indirectly, as now or hereafter constituted; and associated and affiliated companies in which Monsanto Company has an interest equal to 50% or less, either directly or indirectly, but only to the extent of Monsanto Company's interest.

Notwithstanding the foregoing, the name of the Assured is subject to the terms and conditions of the Joint Venture Clause forming part of this policy.

- 2. Monsanto Company is authorized to act in behalf of all interests included as Named Assureds with respect to all matters relating to insurance afforded by this insurance, including the giving and receiving of notice of cancellation, the paying of premiums, and receiving of return premiums, if any.
- 3. The following are included as Assureds hereunder:
 - A) "M-E" and Emery Industries, Inc., but only with respect to Liability arising from the operations of Monsanto Company or arising from the maintenance and use of the premises at Nitro West Virginia but not for any limit of insurance greater than that specified in the Monsanto - Emery agreement.
 - B) TOSCO Corporation but only with respect to Liability arising from the operations of Monsanto Company at Plants jointly owned by Monsanto Company and Tosco Corporation at Avon, California but not for any limit of insurance greater than that specified in the Monsanto-TOSCO agreement.

TC 4/10/80	 Authorized Agent
CC-1213 Ptd. in U.S.A.	

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			<u> </u>	·	#2	page 2
XCP	policy Number 1437		ley Period		Effective Date of En	dorsement
wed By (N	Name of Insurance Co	impeny)				
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ORIGINAL



NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Bread Farm)

ENDT 1

Named Insured	
Effective	Palicy No.
Issued by (Name of Insurance Company)	XCP 143756
	en this endorsement is issued subsequent to the preparation of the policy.

ALL AUTOMOBILE LIABILITY, GENERAL LIABILITY AND MEDICAL PAYMENTS
INSURANCE OTHER THAN FAMILY AUTOMOBILE, SPECIAL PACKAGE AUTOMOBILE,
COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE

This endorsement modifies such insurance as is afforded by the previsions of the policy relating to the following:

It is agreed that:

- I, The policy dear not apply:
 - A. Under any Liability Coverage, to bodily injury or property damage
 - (1) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy bet for its termination upon exhaustion of its limit of liability; or
 - (2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Alomic Energy Act of 1954, or any law amendatory liberant, or (b) the Insured is, or had this policy not bean issued would be, entitled to indominity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- 8. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous proporties of nuclear material and arraing out of the operation of a nuclear facility by any person or organization.
- C. Under any Liability Coverage, to bodily injury or property damage resulting fram the hazardnus properties of nucleor material, if
 - (1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;
 - (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or dispessed of by or on behalf of an insured; or
 - (3) the baskly injury or property damage arises out of the furnishing by an Insured of services, meterials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only in property damage to such nuclear facility and any property therest.
- If. As used in this endersement:
 - "hazardous proportios" include radioactive, texic or explosive proporties;
 - "nuclear material" means source material, special nuclear material or hyproduct material;
 - "source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof?
 - "apont fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;
 - "waste" means any waste meterial (1) containing hyproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (2) or (b) thereof;
 - "nuclear facility" means
 - (a) any nuclear reactor,
 - (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spont fuel, or (3) handling, processing or packaging waste,
 - (c) any equipment or device used for the processing, fabricating or alleying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains mere than 25 grams of plulamium or uramium 233 or any combination thereof, or more than 250 grams of uranium 235,
 - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reacter" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material:

"property damage" includes all forms of radioactive contamination of property.

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	Authorized Agent

10-1012 (A0009) 12-7-66 Printes in U.S.A.

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	IN				
\sim	Named Insured			Endorsement Number	
}	Folicy Symbol XCP	Folicy Number 143756	Policy Period	Effective Date of Endorsement	-
	Issued By (Name	of Insurance Company)			
insert	the policy number	r. The remainder of the infor	mation is to be completed only when thi	s endorsement is issued subsequent to the preparation of t	the policy.
		SCHE	DULE OF ENDORSEMENT		

#1. Nuclear Energy Liability Endorsement

#2. Definition of Named Assured

#3. Limits of Liability Endorsement

#4. Aircraft Products and Grounding Exclusion

#5. Employee Benefits Liability Explanatory Endorsement

#6. Excess Fidelity Exclusion

TC 4/10/80

ORIGINAL

MONS 156780

Authorized Agent

INSURANCE COMPANY OF NORTH AMERICA, PHILADELPHIA, PENNSYLVANIA

TC 4/10/80

Attached to and hereby made a part of Certificate of Excess Insurance No. XCP 143756

DECLARATIONS

Thomas E. Sears Ins. 524 120296 N-E1

Ren. of XCP 143434

Name of Insured -

Monsanto Company, Etal.

(See Named Assured Endorsement #2)

800 North Lindbergh Blvd. St. Louis, MO. 63166

Item 2. Address ---

THOMAS E SEARS INC.

INSURANCE - REINSURANCE JOHN HANGOCK TOWER TOUCKARENDON STREET

BOSTON, MASS. 02116

Item 3. Certificate Term - From:

4-1-80

To:

To: 4-1-8112:01 A.M., standard time at the address of the insured as stated in Item 2 above.

Item 4. Primary Insurance -

Primary Carriers

Policy Numbers

Policy Periods

Various

Various

4/1/80-81

Item 5. Description of Primary Insurance -

See limits of liability endorsement attached

Item 6. Description of Excess Insurance ----

See limits of liability endorsement attached

item 7. Premium ----

\$23,920 Flat charge for policy period

item \$. attached hereta and made a part hereof: No. 1 - Nuclear Energy Liability Exclusion Endorsement (Form LC-1012)

See schedule of endorsements attached.

LC-1182 5M 6-73 PTD. IN U.S.A.

This is a certificate of excess insurance issued by INSURANCE COMPANY OF NORTH AMERICA (herein called INA) to the party or parties named in the declarations made a part hereof (herein called (he Insured).

- A. WHEREAS, the primary carriers have issued to the Insured policies of insurance listed in Item 4 (Primary Insurance) of the declarations (which policies, including renewals or replacements thereof on the same basis, are herein called the primary insurance) which are providing the insurance described in Item 5 (Description of Primary Insurance) of the declarations.
- B. NOW, this certificate is to idemnify the Insured in accordance with the applicable insuring agreements, exclusions and conditions of the primary insurance for excess loss as specified in Item 6 (Description of Excess insurance) of the declarations.
- C. The insurance afforded by this certificate shall follow that of the primary insurance except:
 - (1) anything in this certificate or the primary insurance to the contrary notwithstanding, INA shall not be obligated to assume charge of the settlement or defense of any claim or suit brought ar proceeding instituted against the Insured, but INA shall have the right and be given the opporfunity to associate with the insured in the defense or control of any claim, suit or proceeding which appears reasonably likely to involve INA, in which event the insured and INA shall cooperate in all things in the defense or control of such claim, suit or proceeding, but no obligation shall be incurred an behalf of INA without its consent being first obtained, however, in the event that the amount of the excess loss becomes certain either through trial court judgment or agreement among the Insured, the claimant and INA, then, the Insured may pay the amount of excess loss to the claimant to effect settlement and, upon submission of due proof thereof, INA will indemnify the Insured for such payment, or, INA will, upon request of the Insured, pay such amount to the claimant on behalf

- of the Insured; (2) the insurance afforded by this certificate shall not apply to any expenses for which insurance is provided in the primary insurance; (3) where amended by endorsement attached hereto.
- D. The premium for this certificate is the amount stated in Item 7 of the declarations and is payable upon delivery of this certificate.
- E. INA shall be furnished with copies of the primary insurance and all endorsements thereto which in any manner affect this excess insurance as soon as practicable.
- F. This certificate may be canceled by the insured by surrender thereof to INA or any of its authorized. agents, or by mailing to INA written natice stating when thereafter such cancelation shall be effective. it being agreed, however, that in the event of cancelation or termination of the primary insurance, this certificate, to the extent of such cancelation or termination, shall cease to apply at the same time without notice to the Insured. This certificate may be canceled by INA by mailing to the first Named Insured at the address shown herein written notice stating when, not less than thirty (30) days thereafter, such cancelation shall be effective. The mailing of natical as aforesaid shall be sufficient natice and the effective date of cancelation stated in the notice shall become the end of the term of this certificate. Delivery of such written notice either by the Insured or by INA shall be equivalent to mailing.
- G. If the period of the primary insurance is not concurrent with the terms of this certificate, it is agreed that for the purpose of determining INA's liability for loss in excess of the aggregate limits where applicable, of the primary insurance, only loss happening during the term of this certificate shall be included.

IN WITNESS WHEREOF, INSURANCE COMPANY OF NORTH AMERICA has caused this certificate to be signed by its President and Secretary-Treasurer at Philadelphia, Pennsylvania and countersigned by a duly authorized agent of the company.

Countersigned:

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Agen

John H. Lox

ony E. Hoyt

ARRY E. HOYT Secretary

MONS 156883

LC-1383-1 12/48 *Ptg.* in U.S.A

Named Insured M	ONSANTO COMPANY	ETAL	# 8
Palicy Symbol XCP	Policy Number 143756	Policy Period 4/1/80 - 4/1/81	Effective Date of Endorsement 4/1/80
ssued By (Nem	e of Insurance Company)		
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NOTICE OF CANCELLATION

IT IS UNDERSTOOD AND AGREED THAT IN THE EVENT OF CANCELLATION
BY THE COMPANY 60 DAYS WRITTEN NOTICE OF SUCH CANCELLATION
WILL BE GIVEN TO THE NAMED INSURED, EXCEPT THAT THIS AMENDMENT
SHALL NOT APPLY TO CANCELLATION FOR NON PAYMENT OF PREMIUM.

XL 7/11/80

CC-1E15 Ptd. in U.S.A.

ORIGINAL

MONS 156884

Authorized Agent



JUL 18 1980

Named Insured			Endorsement Number
	Monsanto C	ompany, Etal	# 7
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
XCP	143756	4/1/80 - 4/1/81	4/1/80
Issued By (Nam	e of Insurance Company)	
		Insurance Company	of North America

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

AMENDATORY ENDORSEMENT

It is agreed that Item 4 on the Declaration page (LC-1182) is amended to read as follows:

Primary Carriers

Policy Number

Various London Companies SD5023/UMA0223

Policy Period

April 1^{at}, 1980 to

April 15t 1983

XL 7/11/80

CC-1615 Pld. in U.S.A.

MONS 156885

Authorized Agent

ORIGINAL

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Named Insured			Endorsement Number	
Policy Symbol XCP	Policy Number 143756	Policy Period	Effective Date of Endorsement	
Issued By (Nam	a of Insurance Company)			

EXCESS FIDELITY EXCLUSION

It is agreed that this policy shall not apply to losses sustained by reason of the dishonesty of any or all of the insureds employees, as stated in Primary and Excess Fidelity Insurance coverage.

It is further agreed that losses pertaining to primary of excess Fidelity coverage shall not impair the underlying aggregate.

TC 4/10/80

CC-1E15 Ptd. in U.S.A

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MONS 156886

CONFIDENTIAL BUSINESS INFORMATION

ORIGINAL

Named Insured			Endorsement Number	
Policy Symbol XCP	Policy Number 143756	Policy Period	Effective Date of Endorsement	
issued By (Nam	e of (nsurance Company)			

EMPLOYEE BENEFITS LIABILITY EXPLANATORY ENDORSEMENT

"It is understood and agreed that the following exclusion is added as respects to Employee Benefits Liability Coverage:
To any claim based upon any actual or alleged error or omission or breach of duty, committed or alleged to have been committed by a trustee, in the discharge of fiduciary duties, obligations, or responsibilities imposed by the Federal Employee Retirement Income Security Act of 1974".

TC 4/10/80 CC-1E15 Ptd. in U.S.A. Authorized Agent

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Ħ	VIN		•		
7	Named Insured Policy Symbol XCP	Policy Number 143756	Policy Period	Endorsement Number # 4 Effective Date of Endorsement	
lows	Issued By (Nam	e of Insurance Company)	primation is to be completed only who	en this endorsement is issued subsequent to the preparation of the p	elie:

AIRCRAFT PRODUCTS AND GROUNDING EXCLUSION

In consideration of the premium charged, it is understood and agreed that such insurance as is afforded by this policy shall not apply, under the Products Hazard, to any and all Aircraft Products. "Aircraft Products" means aircraft (including missiles or space craft and any ground support or control equipment used therewith) and any article furnished by the insured and installed in aircraft or used in connection with aircraft or for spare parts for aircraft, or tooling used for the manufacture thereof, including ground handling tools and equipment and also means training aids, instructions manuals, blue prints, engineering or other data, and/or any article in respect of which engineering or other advice and/or services and/or labor had been given or supplied by the insured relating to such aircraft or article.

It is still further agreed that such insurance as is afforded by this policy shall not apply to any claim or claims, arising out of Grounding. "Grounding" means the complete and continuous withdrawal at or about the same time in the interest of safety, of one or more aircraft from all flight operations because of a like defect, fault or condition or suspicion thereof in two or more such aircraft whether such aircraft so withdrawn are owned or operated by the same or different persons; firms or corporations. A grounding shall be deemed to commence from the date of an accident or occurrence which discloses such defect, fault or condition, or on the date an aircraft is first withdrawn from service on account of such defects, fault or condition, whichever first occurs.

TC 4/10/80

Authorized Agent

CC-1E15 Ptd. In U.S.A.

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Named Insured			Endorsement Number	
		·	<i></i> #3	
Policy Symbol XCP	Policy Number 143756	Policy Period	Effective Date of Endorsement	
Issued By (Nan	e of Insurance Company	1		

LIMITS OF LIABILITY ENDORSEMENT

Item 5.

- A) \$58,000,000 each occurrence and aggregate; where applicable; in excess of various primary policies.
- B) \$100,000,000 each occurrence and aggregate; where applicable; in excess of various primary policies.
- C) \$140,000,000 each occurrence and aggregate; where applicable; in excess of various primary policies.

Item 6.

- A) \$2000,000 each occurrence and aggregate; where applicable; quota share part of \$22,000,000 each occurrence and aggregate; where applicable in excess of \$58,000,000 and various primary policies as indicated in item 5.
- B) \$6,000,000 each occurrence and aggregate; where applicable; quota share part of \$40,000,000 each occurrence and aggregate; where applicable in excess of \$100,000,000 and various primary policies.
- C) \$6,000,000 each occurrence and aggregate; where applicable; quota share part of \$40,000,000 each occurrence and aggregate; where applicable in excess of \$140,000,000 and various primary policies.

TC 4/10/80

Authorized Agent

ORIGINAL

Named Insured			Endorsement Number	
	•	-	#2 pag	ge l
Policy Symbol XCP	Policy Number 143756	Policy Period	Effective Date of Endorsement	
Issued By (Name of Insurance Company)				

<u>DEFINITION OF "NAMED ASSURED"</u>

 Monsanto Company and/or subsidiaries, owned and controlled companies, held directly or indirectly, as now or hereafter constituted; and associated and affiliated companies in which Monsanto Company has an interest equal to 50% or less, either directly or indirectly, but only to the extent of Monsanto Company's interest.

Notwithstanding the foregoing, the name of the Assured is subject to the terms and conditions of the Joint Venture Clause forming part of this policy.

- 2. Monsanto Company is authorized to act in behalf of all interests included as Named Assureds with respect to all matters relating to insurance afforded by this insurance, including the giving and receiving of notice of cancellation, the paying of premiums, and receiving of return premiums, if any.
- 3. The following are included as Assureds hereunder:
 - A) "M-E" and Emery Industries, Inc., but only with respect to Liability arising from the operations of Monsanto Company or arising from the maintenance and use of the premises at Nitro West Virginia but not for any limit of insurance greater than that specified in the Monsanto - Emery agreement.
 - B) TOSCO Corporation but only with respect to Liability arising from the operations of Monsanto Company at Plants jointly owned by Monsanto Company and Tosco Corporation at Avon, California but not for any limit of insurance greater than that specified in the Monsanto-TOSCO agreement.

TC 4/10/80 CC-1£15 Ptd. in U.S.A. Authorized Agent

ORIGINAL

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Named Insured			Endorsement Number #2 page 2
Policy Symbol XCP	Policy Number 143756	Palley Period	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

C) Continental Oil Company (CONOCO) but only with respect to liability arising out of the construction, maintenance, use or operation of the joint venture facilities at Chocolate Bayou but not for any limit of insurance greater than that specified in the Monsanto-CONOCO agreement.

It is further agreed that exception (7) of the Broad as Primary Rider shall not apply to this joint venture operations, nor shall the joint venture clause attached to this policy apply with respect to this joint venture.

D) Slay Bulk Terminals, Inc. is included as an Additional assured hereunder but only with respect to the liability arising from the operations of Monsanto Company at Barton Street and Victor Street terminals, and subject to the limit of insurance as specified in the Barton Street and Victor Street operating agreements.

Nothing contained in the foregoing shall increase underwriters limit of liability under this policy that shown in the declarations.

TC 4/10/80

ORIGINAL

MONS 156891

Authorized Agent

	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORS (Bread Form)	SEMENT ENDT 1				
`))	ENDIL				
	Named Insured					
	Effective Policy No.	CP 143756				
	Issued by (Name of Insurance Company)	!				
	The above is required to be completed only when this endorsement is issued subsequent to	o the preparation of the policy.				
	This endoisement modifies such insurance as is altorded by the provisions of the policy ALL AUTOMOBILE LIABILITY, GENERAL LIABILITY AND MEDICAL INSURANCE OTHER THAN FAMILY AUTOMOBILE, SPECIAL PACKAGE COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSON	PAYMENTS AUTOMOBILE,				
	It is agreed that:					
•	I. The policy dots not apply:					
	A, Under any Liability Coverage, to bodily injury or property damage					
	(3) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mulsial Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for termination upon exhaustion of its limit of liability; or					
	(2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or org pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the Inserted is, or indemnity from the United States of America, or any agency thereof, under any agreement entered into by with any person or organization.	rad this policy not been issued would be, entitled to				
	 Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first air resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility. 					
	C. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if					
	(1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured	or (b) has been discharged or dispersed therefrom;				
	(2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Insured; or					
	(3) the bodily injury or property damage arises out of the furnishing by an insured of services, materials, is construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the sions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property.	e United States of America, its territories or posses-				
	If. As used in this endersement:					
	"hazardeus properties" include radioactive, tazic or explosive properties;					
	"nuclear material" means source material, special nuclear material or byproduct material;	1				
	"source material", "special nuclear material", and "hyproduct material" have the meanings given the amendatory thereof:	1				
	"speak fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to ra-	· · · · · · · ·				
	"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any i within the definition of nuclear facility under paragraph (a) or (b) thereof;	:				
•	"nuclear facility" means	ļ				
•	(a) any nuclear reactor,					
	(b) any equipment or device designed or used for (1) separating the isotopes of uranism or plutonium, (2) pro- essing or packaging waste.					
	(c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if a custody of the insured at the premises where such equipment or device is located consists of or contain or any combination thereof, or more than 250 grams of grams of grams 235.	is more then 25 grams of plutonium or uranium 233				
	(d) any structure, basin, escayation, premises or place arepared or used for the storage or disposal of west-	€, 1				

LC-1012 (A0009) 12-7-66 Printes in U S A. (G.720)

MONS 156892

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable

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Named Insured		·	Endorsement Number
Policy Symbol XCP	Policy Number 143756	Policy Period	Effective Date of Endorsement
Issued By (Name	e of Insurance Company)	!	

insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the pregaration of the policy

SCHEDULE OF ENDORSEMENT

- #1. Nuclear Energy Liability Endorsement
- #2. Definition of Named Assured
- #3. Limits of Liability Endorsement
- #4. Aircraft Products and Grounding Exclusion
- #5. Employee Benefits Liability Explanatory Endorsement
- #6. Excess Fidelity Exclusion

TC 4/10/80

ORIGINAL

MONS 156893

Authorized Agent

INSURANCE COMPANY OF NORTH AMERICA, PHILADELPHIA, PENNSYLVANIA

Attached to and hereby made a part of Eccess Insurance No. 302 11 2037

DECLARATIONS

item 1.

Name of

Monsanto Company, Etal

800 North Lindbergh Elvd

Item 2.

St. Louis, MC 63166

Address ---

Item 3. Certificate Term — From: $\frac{\mu}{1/81}$ To: 4/1/82.

12:01 A.M., standard time at the address of the insured as stated in Item 2 above.

Item 4. Primary Insurance -

Primary Carriers

Policy Numbers

Policy Periods

See Item 4 Primary Insurance Endorsement

Item 5. Description of Primary Insurance -

See Limits of Liability

Item 6. Description of Excess Insurance -

See limits of Liability

Item 7. Premium — \$21,125.

Item 8, attached hereto and made a part hereof:

No. 1 — Nuclear Energy Liability Exclusion Endorsement (Form LC-1012)

See Sechedule of Endorsements

CC-1182 5M F-73 PTD N 2.5.4.

This is a certificate of excess insurance issued by INSURANCE COMPANY OF NORTH AMERICA (herein called INA) to the party or parties named in the deciarations made a part nereof (herein called the insured)

- A. WHEREAS, the primary carriers have issued to the Insured policies of insurance listed in Item 4 (Primary Insurance) of the declarations (which policies, including renewals or replacements thereof on the same basis, are herein called the primary insurance) which are providing the insurance described in Item 5 (Description of Primary Insurance) of the declarations.
- 8. NOW, this certificate is to idemnify the Insured in accordance with the applicable insuring agreements, exclusions and conditions of the primary insurance for excess loss as specified in Item 6 (Description of Excess Insurance) of the declarations.
- C. The insurance afforded by this certificate shall follow that of the primary insurance except:
 - (1) anything in this certificate or the primary insurance to the contrary notwithstanding, INA shall not be obligated to assume charge of the settlement or defense of any claim or suit brought or proceeding instituted against the Insured, but INA shall have the right and be given the apportunity to associate with the Insured in the defense or control of any claim, suit or proceeding which appears reasonably likely to involve INA, in which event the Insured and INA shall cooperate in all things in the defense or control of such claim, suit or proceeding, but no obligation shall be incurred on behalf of INA without its consent being first obtained, however, in the event that the amount of the excess loss becomes certain either through trial court judgment or agreement among the Insured, the claimant and INA, then, the Insured may pay the amount of excess loss to the claimant to effect settlement and, upon submission of due proof thereof, INA will indemnify the Insured for such payment, or, INA will, upon request of the Insured, pay such amount to the claimant on behalf

- of the Insured, (2) the insurance afforded by this certificate shall not apply to any expenses for which insurance is provided in the primary insurance; (3) where amended by endorsement attached hereto.
- D. The premium for this certificate is the amount stated in Item 7 of the declarations and is payable upon delivery of this certificate.
- E. INA shall be furnished with capies of the primary insurance and all endorsements thereto which in any manner affect this excess insurance as soon as practicable.
- F. This certificate may be canceled by the Insured by surrender thereof to INA or any of its authorized agents, or by mailing to INA written notice stating when thereafter such cancelation shall be effective, it being agreed, however, that in the event of cancelation or termination of the primary insurance, this certificate, to the extent of such cancelation or termination, shall cease to apply at the same time without notice to the Insured. This certificate may be canceled by INA by mailing to the first Named Insured at the address shown herein written notice stating when, not less than thirty (30) days thereafter, such cancelation shall be effective. The mailing of notice as aforesaid shall be sufficient notice and the effective date of cancelation stated in the notice shall become the end of the term of this certificate. Delivery of such written notice either by the Insured or by INA shall be equivalent to mailing.
- G. If the period of the primary insurance is not concurrent with the terms of this certificate, it is agreed that for the purpose of determining INA's liability for loss in excess of the aggregate limits where applicable, of the primary insurance, only loss happening during the term of this certificate shall be included.

IN WITNESS WHEREOF, INSURANCE COMPANY OF NORTH AMERICA has caused this certificate to be signed by its President and Secretary-Treasurer at Philadelphia, Pennsylvania and countersigned by a duly authorized agent of the company.

Countersigned:

Agent

HARRY E HOYT Secretary

John R. Cox Harry E. Hoyt

MONS 157471

EC 3183-1 12/66 Ptg in U.S.A.

AMENDATORY ENDORSEMENT

IT IS HEREBY UNDERSTOOD AND AGREED THAT AS RESPECTS ENDORSEMENT #3 ITEM & PRIMARY INSURANCE, THE FOLLOWING ITEMS ARE AMERICO:

- 1) SECOND LAYER ON ENDORSEMENT #3, PAGE 1 SHOULD INDICATE LONDON 100%.
- 2) A) ENDORSEMENT #3, PAGE 2, UNDER FIFTH LAYER, THE MIDLAND IS DELETED AND THE FOLLOWING INCLUDED UNDER THE EIGHTH LAYER:

FIRST STATE NORTHEROOK NORTHEASTERN FIRE

B) LIPIT IS TO READ \$105,000,000 EXCESS \$140,000,000 EXCESS PRIMARIES.

THOMAS E. SEARS 524 120296 C-550 COMM. 102 °C 6-16-81

Authorized Agent

CL 1E15 Ptg. in U.S.A.

AGENT'S CORY



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Named Insured		Endorsement Number		
Monse	mto . Company		#11	
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement	
XCP	144037	4/1/81 - 4/1/82	4/1/81	

Insurance Company of North America

theret the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

AMENDATORY ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed as respects limits of liability endt. # 2 to amend Item 6 (c) to read:

\$6,000,000 each occurrence and aggregate; where applicable quota share part of \$105,000,000 each occurrence and aggregate; where applicable in excess of \$140,000,000, and various primary policies as indicated in items 4 & 5.

Thomas E. Sears 120296 524 C-550 Comm. 10%

DG 5/18/81

Authorized Agent

CC IE15 Pld. in U.S.A.

AGENT 1002:

Yamed Insured		, Endarsement Number
Monsanto Company	•	410
alicy Sympol Palicy Number	Paricy Paried	Sfractive Care or Endorsement
XCP 144037	4/1/81 - 4/1/82	4/1/81

AMENDATORY ENCORSEMENT

It is hereby understood and agreed that as respects Endt. # 3 - Item 4 Primary Insurance, the following items are amended:

- Second layer on Endt. # 3, page 1 should indicate London 100%.
- 2) Endt. # 3, page 2, under Fifth layer, the Midland is delated and the following included under the Eigth layer:

First State North Brook North Bastern Fire

DG 5/18/81

32 1815 Pra. 7 4 S.A

HONS 157474

Authorited Agent

CONFIDENTIAL BUSINESS INFORMATION



	Endorsement Number		
santo Company	#9		
Policy Number	Policy Period	Effective Data of Endorsement	
144037	4/1/81 - 4/1/82	4/1/81	
	Policy Number		Santo Company, Etal #9 Policy Number Policy Period Effective Date of Endorment

tingers the policy number. The remainder of the information is to be completed only when this andorsement is issued subsequent to the preparation of the policy

AMENDATORY ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed as respects Limits of Liability Endt. #2 to amend Item 6 (C) to read:

\$6,000,000 each occurrence and aggregate; where applicable, quota share part of \$100,000,000 each occurrence and aggregate; where applicable in excess of \$140,000,000. and various primary policies as indicated in item 4 & 5.

Thomas B. Sears-524 - 120296 C 550 Comm. 10%

XL 5/6/81

CC-1515 Platin U.S.A.

UNDERWRITING COPY

Marin G

MONS 157475

Authorized Agent

Named Insured			Endorsement Number		
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement		
ХСР	144037-				

SCHEDULE OF ENDORSEMENTS

- No. 2 Limits of Liability Endorsement
- No. 3 Item 4. Primary Insurance Endorsement
- No. 4 Definition of Named Insured
- No. 5 Aircraft Products And Grounding Exclusion
- No. 6 Employee Benefits Liability Explanatory Endorsement
- No. 7 Excess Fidelity Exclusion
- No. 8 Notice of Cancellation

1 semilare

Authorized Agent

CC-1E15 Ptd. in U.S.A.

CRIGINAL

M	
H W	A 47

Named Insured			Endorsement Number #8
Policy Symbol XCP	Policy Number 144037	Palicy Period	Effective Date of Endorsement
lesued By (Nam	e of Insurance Company		

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

NOTICE OF CANCELLATION

IT IS UNDERSTOOD AND AGREED THAT IN THE EVENT OF CANCELLATION BY THE COMPANY 60 DAYS WRITTEN NOTICE OF SUCH CANCELLATION WILL BE GIVEN TO THE NAMED INSURED, EXCEPT THAT THIS AMENDMENT SHALL NOT APPLY TO CANCELLATION FOR NON PAYMENT OF PREMIUM.

Authorized Agent

CC-1E15 Ptd. in U.S.A.

CRICINAL

11/				
Named Insured Endorsement Number				
			#7	
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement	
XCP 144037				

frient the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

EXCESS FIDE LITY EXCLUSION

It is agreed that this policy shall not apply to losses sustained reason of the dishonesty of any or all of the insureds employees, as stated in Primary and Excess Fidelity Insurance coverage.

It is further agreed that losses pertaining to primary of excess Fidelity coverage shall not impair the underlying aggregate.

XL 4/22/81

Authorized Agent

CC-1E15 Ptd. in U.S.A.

ORIGINAL

	M	A	
ы	170		L

Named Insured			Endorsement Number #6
Policy Symbol XCP	Policy Number	Policy Period	Effective Date of Endorsement
Issued By (Nam	e of Insurance Company	7)	

insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

EMPLOYEE BENEFITS LIABILITY EXPLANATORY ENDORSEMENT

"It is understood and agreed that the following exclusion is added as respects to Employee Benefits Liability Coverage: To any claim based upon any actual or alleged error or omission or breach of duty, committed or alleged to have been committed by a trustee, in the discharge of fiduciary duties, obligations, or responsibilities imposed by the Federal Employee Retirement Income Security Act of 1974."

E-40F

CC-1E15 Ptg. in U.S.A.

Semifor-

Authorized Agent

ORIGINAL

	<u>IV</u>			
[Named Insured			Endorsement Number
			•	#5
	Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
	XCP	144037	1.7	· · · · · · · · · · · · · · · · · · ·

insert the policy number. The remaind#Fof the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

AIRCRAFT PRODUCTS AND GROUNDING EXCLUSION

In consideration of the premium charged, it is understood and agreed that such insurance as is afforded by this policy shall not apply, under the Products Hazard, to any and all Aircraft Products. "Aircraft Products" means aircraft (including missles or space craft and any ground support or control equipment used therewith) and any article furnished by the insured and installed in aircraft or used in connection with aircraft or for spare parts for aircraft, or tooling used for the manufacture thereof, including ground handling tools and equipment and also means training aids, instructions manuals, blue prints, engineering or other advice and/or services and/or labor had been given or supplied by the Insured relating to such aircraft or article.

It is still further agreed that such insurance as is afforded by this policy shall not apply to any claim or claims, arising out of Grounding. "Grounding" means the complete and continuous withdrawal at or about the same time in the interest of safety, of one or more aircraft from all flight operations because of a like defect, fault or condition or suspicion thereof in two or more such aircraft whether such aircraft so withdrawn are owned or operated by the same or different persons; firms or corporations. A grounding shall be deemed to commence from the date of an accident or occurrence which discloses such defect, fault or condition, or on the date an aircraft is first withdrawn from service on account of such defects, fault or condition, whichever first occurs.

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CC-1E15 Ptd. in U.S.A.

Issued By (Name of Insurance Company)

Authorized Agent

ORIGINAL

M	A
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med Insured			#4 Page 1
Palicy Symbol XCP	144037	Policy Period	Effective Date of Endorsement
ssued By (Nam	e of Insurance Company	0	

DEFINITION OF "NAMED ASSURED"

1. Monsanto Company and/or subsidiaries, owned and controlled companies, held directly or indirectly, as now or hereafter constituted; and associated and affiliated companies in which Monsanto Company has an interest equal to 50% or less, either directly or indirectly, but only to the extent of Monsanto Company's interest.

Notwithstanding the foregoing, the name of the Assured is subject to the terms and conditions of the Joint Venture Clause forming part of this policy.

- 2. Monsanto Company is authorized to act in behalf of all interests included as Named Assureds with respect to all matters relating to insurance afforded by this insurance, including the giving and receiving of notice of cancellation, the paying of premiums, and receiving of return premiums, if any.
- 3. The following are included as Assureds hereunder:
 - A) "M-E" and Emery Industries, Inc., but only with respect to Liability arising from the operations of Monsanto Company or arising from the maintenance and use of the premises at Nitro West Virginia but not for any limit of insurance greater than that specified in the Monsanto Emery agreement.
 - B) TOSCO Corporation but only with respect to Liability arising from the operations of Monsanto Company at Plants jointly owned by Monsanto Company and Tosco Corporation at AVON, California but not for any limit of insurance greater than that specified in the Monsanto-TOSCO agreement.

Authorized Agent

CC-1E15 Ptd. in U.S.A.

ORIGINAL



Named Insured		Endorsement Number	
		#4 Page 2	
y Symbol Policy Number	Policy Period	Effective Date of Endorsement	
CP 144037			
CP 144037)		

C) Continental Oil Company (CONOCO) but only with respect to liability arising out of the construction, maintenance, use

or operation of the joint venture facilities at Chocolate Bayou but not for any limit of insurance greater than that specified in the Monsanto-CONOCO agreement.

It is further agreed that exception (7) of the Broad as Primary Rider shall not apply to this joint venture operations, nor shall the joint venture clause attached to this policy apply with respect to this joint venture.

D) Slay Bulk Terminals, Inc. is included as an Additional assured hereunder but only with respect to the liability arising from the operations of Monsanto Company at Barton Street and Victor Street terminals, and subject to the limit of insurance as specified in the Barton Street and Victor Street operating agreements.

Nothing contained in the foregoing shall increase underwriters limit of liability under this policy that shown in the declarations.

Authorized Assort

CC-1E15 Ptd. in U.S.A.

ORIGINAL

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Named Insured			Endomement Number	
<u> </u>			#3 (Page 1 of 3)	
Palicy Symbol XCP	Policy Number 144037	Policy Period	Effective Date of Endorsement	

the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

Item 4 Primary Insurance Endorsement

Primary Carriers	Policy Numbers	Policy Periods
First Layer	*	
\$5,000,000 excess Primaries including Excess WC in Ohio which \$1,000,000 self-insured		4-1-81-82
London 100%		
Second Layer	•	
\$15,000,000 excess \$5,000,0000 excess Primaries including Excess WC in Ohio which \$1,000,000 self-insured	T.B.A.	4-1-81-82
Third Layer		
\$28,000,000 excess \$20,000,000 excess Primaries	T.B.A.	4-1-81-82
Nat'l Union London		
Fourth Layer		
\$10,000,000 excess \$48,000.000 excess Primaries	T.B.A	4/1/81-82
Integrity London		

Authorized Agent

CC-1E15 Ptd. in U.S.A

ORIGINAL

INN

Named Insured			Endorsement Number	
•			#3 (Page 2 of 3)	
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement	
XCP	144037			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the option

Item 4 Primary Insurance Endorsement (Cont'd)

-		
Primary Carriers	Policy Numbers	Policy Periods
Fifth Layer		
\$22,000,000 excess \$58,000,000 excess Primaries	T.B.A.	4-1-81-82
Cal Union Birmingham Midland Old Republic INA London		
Sixth Layer		
\$20,000,000 excess \$80,000,000 excess Primaries	T.B.A.	4-1-81-82
Northbrook 100%		
Seventh Layer		
\$40,000,000 excess \$100,000,000 excess Primaries	T.B.A.	4-1-81-82
Nat'l Union Lexington Transit Amer. Excess Old Republic INA London		

Authorized Agent

CC-IE15 Ptd. in U.S.A.

DRIGINAL

Named Insured			Endorsement Number		
			#3 (Page 3 of 3)		
Palicy Symbol	Policy Number	Policy Period	Effective Date of Endorsement		
XCP	144037				

Insert the policy number. The remaindeset the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

Item 4 Primary Insurance Endorsement (Cont'd)

Eighth Layer

\$85,000,000 excess T.B.A. 4/1/81 - 82
\$140,000,000 excess
Primaries

Policy Numbers

Birmingham
INA
Home
Pac. Empl.
Empl. Mut
Aetna
Integrity
Transit
International
Granite State
AIU
CAL Union
CU Risks
London

Primary Carriers

Authorized Agent

Policy Periods

CC-1E15 Ptd. in U.S.A.

ORIGINAL

INA

			# 2	
XCP. 141	Number Policy P	riod	Effective Date of Endorsement	

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

LIMITS OF LIABILITY ENDORSEMENT

Item 5

- A) \$58,000,000. Each occurrence and aggregate; where applicable; in excess of various primary policies.
- B) \$100,000,000. Each occurrence and aggregate; where applicable; in excess of various primary policies.
- C) \$140,000,000. Each occurrence and aggregate; where applicable; in excess of various primary policies.

Item 6

- A) \$2,000,000. Each occurrence and aggregate; where applicable; quota share part of \$22,000,000. each occurrence and aggregate; where applicable in excess of \$58,000,000. and various primary policies as indicated in item.
- B) \$6,000,000. Each occurrence and aggregate; where applicable; quota share part of \$40,000,000. each occurrence and aggregate; where applicable in excess of \$100,000,000 and various primary policies as indicated in item 4 & 5.
- C) \$6,000,000. Each occurrence and aggregate; where applicable; quota share part of \$85,000,000. each occurrence and aggregate; where applicable in excess of \$140,000,000. and various primary policies as indicated in item 4 & 5.

XL 4/22/81

CC-IE15 Ptd. in U.S.A.

ORIGINAL

MONS 157486

Authorized Agent



NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

Endt. =1

Named Insured	,	*
Effective	Policy Number	
Issued By (Name of Insurance Company)	XCP 144037	

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

ALL AUTOMOBILE LIABILITY, GENERAL LIABILITY AND MEDICAL PAYMENTS INSURANCE OTHER THAN FAMILY AUTOMOBILE. SPECIAL PACKAGE AUTOMOBILE. COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE

re- imai

C. Does not apply

- iner any Liability Coverage, to bootly injury or property damage.

 With respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability insurance. Association of Canada, or would be an insured insured.
 - nsurance Association, Mulual Atomic phergy Liability Underwriters or inquiried insurance association of carratia, or would be an insurance, index any such policy but for its termination upon exhaustion of its first family of its first participation upon exhaustion of its first family of liability, or insurance in the research protection our organization is required to maintain the first policy not the research or the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the Insured is, or had this policy not then issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the Linited States of America, or any agency thereof, with any person or organization set any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect
- ringly injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or Hereation
 - for any Cability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if
- nucrear main: allraits any nuclear facility owned by, or opstated bit on behalf of an insured or lot has been derinarged or dispersed
- 2 the nuclear majorial is contained in spent ruel or waste at any time possessed, handled, used, processed, stored, transported or disposed of
- by or on pehalf of an insured for the torushing by an insured of services, materials, parts or equipment in connection with me planning construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property.

ert in mis endorsement

- Therardous properties" include radioactive, loxic or explosive properties,
 "mucless material" means source material special nuclear material or hyproduct material,
 "source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or
 3.0. 3.4 are amendatory thereo.
- "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor, "wester" means any westernaterial ia) containing by-product material other than the failings or wastes produced by the extraction or concentra-
- ruranium or thorium from any ore processed primarily for its source material content, and (b) resulting from the operation by any person or Sum of the interest and to resulting from the processes present the paragraphs of the definition of nuclear facility included under the first two paragraphs of the definition of nuclear facility.
 nuclear facility* means
- any nucrear reactor.

e service of property and to be a

- or any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel or 3) handling, processing or dackaging waste
- any equipment or device used for the processing. labricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of transitionium or transition. Or any combination inerect, or more than 250 grams of transitions, basin, excavation, premises or place prepared or used for the storage or dispusal of waste.
- and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations, "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass.

5) Issignable material.
"property damage" includes all forms of radioactive contamination of property.

fan. . .

Authorized Agent



INSURANCE COMPANY OF NORTH AMERICA, PHILADELPHIA, PENNSYLVANIA

Attached to and hereby made a part of XCP 14037 Certificate of Excess Insurance No. XCP 14037

DECLARATIONS

item 1.

Name of

Monsanto Company, Etal

insured ---

800 North Lindbergh Elvd St. Louis, MC 63166

Item 2. Address -----

__L

Item 3. Certificate Term — From: 4/1/81

To: 4/1/82

12:01 A.M., standard time at the address of the insured as stated in Item 2 above.

Item 4. Primary Insurance.-

Primary Carriers

Policy Numbers

Policy Periods

See Item 4 Primary Insurance Endorsement

Item 5. Description of Primary Insurance —
See Limits of Liability



Item 6. Description of Excess Insurance -

See Limits of Liability

Item 7. Premium -- \$21,125.

Item 8. attached hereto and made a part hereof: No. 1 — Nuclear Energy Liability Exclusion Endorsement (Form LC-1012)

See Sechedule of Endorsements

CC-1182 5M 6-13 PTD 15 U.S.A.

This is a certificate of excess insurance issued by INSURANCE COMPANY OF NORTH AMERICA (herein called INA) to the party or parties named in the declarations made a part hereof (herein called the Insured)

- A. WHEREAS, the primary carriers have issued to the insured policies of insurance listed in Item 4 (Primary Insurance) of the declarations (which policies, including renewals or replacements thereof on the same basis, are herein colled the primary insurance) which are providing the insurance described in Item 5 (Description of Primary Insurance) of the declarations.
- B. NOW, this certificate is to idemnify the Insured in accordance with the applicable insuring agreements, exclusions and conditions of the primary insurance for excess loss as specified in Item 6 (Description of Excess Insurance) of the declarations.
- C. The insurance afforded by this certificate shall follow that of the primary insurance except:
 - []] anything in this certificate or the primary insurance to the contrary notwithstanding, INA shall not be obligated to assume charge of the settlement or defense of any claim or suit brought or proceeding instituted against the Insured, but INA shall have the right and be given the opportunity to associate with the Insured in the defense or control of any claim, suit or proceeding which appears reasonably likely to involve INA, in which event the insured and INA shall cooperate in all things in the defense or control of such claim, suit ar proceeding, but no obligation shall be incurred on behalf of INA without its consent being first obtained however, in the event that the amount of the excess loss becomes certain either through trial court judgment or agreement among the Insured, the claimant and INA, then, the Insured may pay the amount of excess loss to the claimant to effect settlement and upon submission of due proof thereof, INA will indemnify the Insured for such payment, or, INA will, upon request of the Insured, pay such amount to the claimant on behalf

- of the Insured; (2) the insurance afforded by this certificate shall not apply to any expenses for which insurance is provided in the primary insurance; (3) where amended by endorsement attached hereto.
- D. The premium for this certificate is the amount stated in Item 7 of the declarations and is payable upon delivery of this certificate.
- E. INA shall be furnished with copies of the primary insurance and all endorsements thereto which in any manner affect this excess insurance as soon as practicable.
- F. This certificate may be conceled by the Insured by surrender thereof to INA or any of its authorized agents, or by mailing to INA written notice stating when thereafter such cancelation shall be effective, it being agreed, however, that in the event of cancelation or termination of the primary insurance, this certificate, to the extent of such cancelation or termination, shall cease to apply at the same time without natice to the Insured. This certificate may be canceled by INA by mailing to the first Named Insured at the address shown herein written notice stating when, not less than thirty (30) days thereafter, such cancelation shall be effective. The mailing of notice as afaresaid shall be sufficient notice and the effective date of cancelation stated in the notice shall become the end of the term of this certificate. Delivery of such written notice either by the insured or by INA shall be equivalent to mailing.
- G. If the period of the primary insurance is not concurrent with the terms of this certificate, it is agreed that for the purpose of determining INA's liability for loss in excess of the aggregate limits where applicable, of the primary insurance, only loss happening during the term of this certificate shall be included.

IN WITNESS WHEREOF, INSURANCE COMPANY OF NORTH AMERICA has caused this certificate to be signed by its President and Secretary-Treasurer at Philadelphia, Pennsylvania and countersigned by a duly authorized agent of the company.

Countersigned:

Agent

John R. Lox 1010 & COX President Farry E. Hoyt

HARRY E. HOTT Secretary

LC 1183 1 12/66 Ptd in U S A

Named Insured			Endorsement Number
Names insures			#8
Policy Symbol	Policy Number	Palicy Period	Effective Date of Endorsement
XCP	144037	1	

NOTICE OF CANCELLATION

IT IS UNDERSTOOD AND AGREED THAT IN THE EVENT OF CANCELLATION BY THE COMPANY 60 DAYS WRITTEN NOTICE OF SUCH CANCELLATION WILL BE GIVEN TO THE NAMED INSURED, EXCEPT THAT THIS AMENDMENT SHALL NOT APPLY TO CANCELLATION FOR NON PAYMENT OF PREMIUM.

Authorized Agent

CC-1E15 Pto. in U.S.A.

ORIGINAL

	Π.	
J.C.		I

Named Insured			Endorsement Number
			#7
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
XCP	144037		
Issued By (Nam	e of Insurance Company)	

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

EXCESS FIDE LITY EXCLUSION

It is agreed that this policy shall not apply to losses sustained reason of the dishonesty of any or all of the insureds employees, as stated in Primary and Excess Fidelity Insurance coverage.

It is further agreed that losses pertaining to primary of excess Fidelity coverage shall not impair the underlying aggregate.

XL 4/22/81

Authorized Agent

CC-1E15 Ptd in U.S.A.

ORIGINAL

med Insured		Endorsement Number	
Ilicy Symbol Policy Number XCP 144037	Policy Period	Effective Date of Endorsement	
ued By (Name of Insurance Company			····
policy number. The remainder of the in	formation is to be completed only whe	in this endorsement is issued subsequent to the prepare	stian of the
	EMPLOYEE BENEFI	TS LIABILITY	
	EXPLANATORY EN		
"It is understood and	agreed that the following ex-	clusion is added as respects to Employ	00
Benefits Liability Cove	erage: To any claim based up	pon any actual or alleged error or	99
in the discharge of fic	duty, committed or alleged t luciary duties, obligations, or	to have been committed by a trustee, r responsibilities imposed by the Feder	al
Employee Retirement	Income Security Act of 1974	4."	
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ORIGINAL

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CC-1515 Ptd. in U.S.A.

MONS 157435

Authorized Agent

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Named Insured		,	Endorsement Number	
			#5	
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement	
XCP	144037			

Inject the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

AIRCRAFT PRODUCTS AND GROUNDING EXCLUSION

In consideration of the premium charged, it is understood and agreed that such insurance as is afforded by this policy shall not apply, under the Products Hazard, to any and all Aircraft Products. "Aircraft Products" means aircraft (including missles or space craft and any ground support or control equipment used therewith) and any article furnished by the insured and installed in aircraft or used in connection with aircraft or for spare parts for aircraft, or tooling used for the manufacture thereof, including ground handling tools and equipment and also means training aids, instructions manuals, blue prints, engineering or other advice and/or services and/or labor had been given or supplied by the Insured relating to such aircraft or article.

It is still further agreed that such insurance as is afforded by this policy shall not apply to any claim or claims, arising out of Grounding. "Grounding" means the complete and continuous withdrawal at or about the same time in the interest of safety, of one or more aircraft from all flight operations because of a like defect, fault or condition or suspicion thereof in two or more such aircraft whether such aircraft so withdrawn are owned or operated by the same or different persons; firms or corporations. A grounding shall be deemed to commence from the date of an accident or occurrence which discloses such defect, fault or condition, or on the date an aircraft is first withdrawn from service on account of such defects, fault or condition, whichever first occurs.

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Authorized Agent

ARIBING

Named Insured			Endorsement Number #4 Page 1
Policy Symbol Policy Number Policy Period XCP 144037		Policy Period	Effective Date of Endorsement

DEFINITION OF "NAMED ASSURED"

 Monsanto Company and/or subsidiaries, owned and controlled companies, held directly or indirectly, as now or hereafter constituted; and associated and affiliated companies in which Monsanto Company has an interest equal to 50% or less, either directly or indirectly, but only to the extent of Monsanto Company's interest.

Notwithstanding the foregoing, the name of the Assured is subject to the terms and conditions of the Joint Venture Clause forming part of this policy.

- 2. Monsanto Company is authorized to act in behalf of all interests included as Named Assureds with respect to all matters relating to insurance afforded by this insurance, including the giving and receiving of notice of cancellation, the paying of premiums, and receiving of return premiums, if any.
- 3. The following are included as Assureds hereunder:
 - A) "M-E" and Emery Industries, Inc., but only with respect to Liability arising from the operations of Monsanto Company or arising from the maintenance and use of the premises at Nitro West Virginia but not for any limit of insurance greater than that specified in the Monsanto Emery agreement.
 - E) TOSCO Corporation but only with respect to Liability arising from the operations of Monsanto Company at Plants jointly owned by Monsanto Company and Tosco Corporation at AVON, California but not for any limit of insurance greater than that specified in the Monsanto-TOSCO agreement.

Authorized Agent

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		41, 5
		#4 Page 2
lumber	Policy Period	Effective Date of Endorsement
1037	1	
1	lumber 1037 rance Company)	1037

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

C) Continental Oil Company (CONOCO) but only with respect to liability arising out of the construction, maintenance, use or operation of the joint venture facilities at Chocolate Bayou but not for any limit of insurance greater than that specified in the Monsanto-CONOCO agreement.

It is further agreed that exception (7) of the Broad as Primary Rider shall not apply to this joint venture operations, nor shall the joint venture clause attached to this policy apply with respect to this joint venture.

D) Slay Bulk Terminals, Inc. is included as an Additional assured hereunder but only with respect to the liability arising from the operations of Monsanto Company at Barton Street and Victor Street terminals, and subject to the limit of insurance as specified in the Barton Street and Victor Street operating agreements.

Nothing contained in the foregoing shall increase underwriters limit of liability under this policy that shown in the declarations.

Authorized Agent

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Named Insured			Endorsement Number
			#3 (Page 1 of 3)
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
XCP	144037		
Issued By (Nami	of Insurance Company)		
			n this andorsement is issued subsequent to the preparation of th

Item 4 Primary Insurance Endorsement

### S5,000,000 excess T.B.A. 4-1-81-82	Primary Carriers	Policy Numbers	Policy Periods
Primaries including Excess WC in Ohio which \$1,000,000 self-insured London 100% Second Layer \$15,000,000 excess	First Layer		
Second Layer \$15,000,000 excess	Primaries including Excess WC in Ohio which	27477	4-1-81-82
\$15,000,000 excess	London 100%		
\$5,000,0000 excess Primaries including Excess WC in Ohio which \$1,000,000 self-insured Third Layer \$28,000,000 excess \$20,000,000 excess Primaries Nat'1 Union London Fourth Layer \$10,000,000 excess Primaries T.B.A 4/1/81-82 \$48,000.000 excess Primaries Integrity	Second Layer		
\$25,000,000 excess T.B.A. 4-1-81-82 \$20,000,000 excess Primaries Nat'l Union London Fourth Layer \$10,000,000 excess T.B.A 4/1/81-82 \$48,000.000 excess Primaries	\$5,000,0000 excess Primaries including Excess WC in Ohio which \$1,000,000	T.B.A.	4-1-81-82
\$20,000,000 excess Primaries Nat'l Union London Fourth Layer \$10,000,000 excess T.B.A 4/1/81-82 \$48,000.000 excess Primaries Integrity	Third Layer		
London Fourth Layer \$10,000,000 excess T.B.A 4/1/81-82 \$48,000.000 excess Primaries Integrity	\$20,000,000 excess	T.B.A.	4-1-81-82
\$10,000,000 excess T.B.A 4/1/81-82 \$48,000.000 excess Primaries			
\$48,000.000 excess Primaries Integrity	Fourth Layer	•	
	\$48,000.000 excess	T.B.A	4/1/81-82

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ORIGINAL

MONS 157439

Authorized Agent



Varned Insured			Endorsement Number	
			#3 (Page 2 of 3)	
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement	
XCP	144037			

insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

Item 4 Primary Insurance Endorsement (Cont'd)

Primary Carriers	Policy Numbers	Policy Periods
Fifth Layer		
\$22,000,000 excess \$58,000,000 excess Primaries	T.B.A.	4-1-81-82
Cal Union Birmingham Midland Old Republic INA London	·	
Sixth Layer		
\$20,000,000 excess \$80,000,000 excess Primaries	Т.В.А.	4-1-81-82
Northbrook 100%		
Seventh Layer		•
\$40,000,000 excess \$100,000,000 excess Primaries	T.B.A.	4-1-81-82
Nat'1 Union Lexington Transit Amer. Excess Old Republic INA London		

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MONS 157440

Authorized Agent

Named Insured			Endorsement Number	
			#3 (Page 3 of 3)	
Policy Symbol	Paticy Number	Policy Period	Effective Data of Endorsement	
XCP	144037			
stued By (Name	of Insurance Company)			

Item 4 Primary Insurance Endorsement (Cont'd)

Eighth Layer

\$85,000,000 excess T.B.A. 4/1/81 - 82
\$140,000,000 excess

Policy Numbers

Birmingham
INA
Home
Pac. Empl.
Empl. Mut
Aetna
Integrity
Transit
International
Granite State
AIU
CAL Union
CU Risks
London

Primaries

Primary Carriers

Authorized Agent

Policy Periods

CC-1E15 Ptg. in U.S.A.

ORIGINAL

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Named Insured			Endorsement Number	
			#2	
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement	
XCP	144037			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

LIMITS OF LIABILITY ENDORSEMENT

Item 5

- A) \$58,000,000. Each occurrence and aggregate; where applicable; in excess of various primary policies.
- B) \$100,000,000. Each occurrence and aggregate; where applicable; in excess of various primary policies.
- C) \$140,000,000. Each occurrence and aggregate; where applicable; in excess of various primary policies.

Item 6

- A) \$2,000,000. Each occurrence and aggregate; where applicable; quota share part of \$22,000,000. each occurrence and aggregate; where applicable in excess of \$58,000,000. and various primary policies as indicated in item.
- B) \$6,000,000. Each occurrence and aggregate; where applicable; quota share part of \$40,000,000. each occurrence and aggregate; where applicable in excess of \$100,000,000 and various primary policies as indicated in item 4 & 5.
- C) \$6,000,000. Each occurrence and aggregate; where applicable; quota share part of \$85,000,000. each occurrence and aggregate; where applicable in excess of \$140,000,000. and various primary policies as indicated in item 4 & 5.

XL 4/22/81

CC-1E15 Ptd, in U.S.A.

ORIGINAL

MONS 157442

Authorized Agent

CONFIDENTIAL BUSINESS INFORMATION



NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)

Endt. #1

Named Insured		
Effective	Policy Number XCP 144037	
issued By (Name of Insurance Company)		

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy.

This gridors ament inodifies such insurance as is afforded by the provisions of the policy relating to the following,

ALL AUTOMOBILE LIABILITY, GENERAL LIABILITY AND MEDICAL PAYMENTS INSURANCE OTHER THAN FAMILY AUTOMOBILE, SPECIAL PACKAGE AUTOMOBILE. COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE

(=) 1.7.7 does not apply ter any Liability Coverage to bodily injury or property damage.

- for any Cabrity Coverage to bodic injury or property damage in respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability insurance Association. Mutual Atomic Energy Liability underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy out for its termination upon exhaustion of its limit of liability. Or its policy out for its termination upon exhaustion of its limit of liability or properties of nuclear material and with respect to which tall any person or organization is required to maintain financiar protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof or to the Insurad is, or had this policy not offer insurance as extend would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the Linited States of America, or any agency thereof, with any person or organization, the same state of the same state
- modify injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or · : initation
 - ter any Urability Coverage i to bodily injury or property damage resulting from the hazardous properties of nuclear material, if manuclear mater at faths 1 any nuclear facility owned by, or operated by 37 on behalf of, an insured or (b) has been distracted or dispersed
 - 2 Ine nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of es ar on behalf of an Insured, or
 - na podity injury of property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with rise planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its remignes or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property

art in ins endorsement

The period properties include radioactive, toxic or explosive properties.

"nuclear material" means source material special nuclear material or byproduct material.

"nuclear material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or movementation, have the meanings.

**sperit fuelt" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor, waste" means any waste material (a) containing by-product material other than the failings or wastes produced by the extraction or concentration or thorium from any one processed primarily for its source material content, and tip resulting from the operation by any person or it critical of any nuclear facility included under the first two paragraphs of the definition of nuclear facility. "nuclear facility" means

a nny muclear reactor.

In any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium. (2) processing or utilizing spent fuel, or

3) randling, processing or packaging waste and for 31 separating the solubes of transmit on platformatic 22 processing of transmit of 50 pandling, processing or packaging waste any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plotonium or uranium 235 or any combination thereof, or more than 250 grams of uranium 235, and any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste.

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations, "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass.

3º fissionable material.
"property damage" includes all forms of radioactive contamination of property.

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Authorized Agent

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
XCP	144037	ľ	

SCHEDULE OF ENDORSEMENTS

- No. 2 Limits of Liability Endorsement
- No. 3 Item 4. Primary Insurance Endorsement
- No. 4 Definition of Named Insured
- No. 5 Aircraft Products And Grounding Exclusion
- No. 6 Employee Benefits Liability Explanatory Endorsement
- No. 7 Excess Fidelity Exclusion
- No. 8 Notice of Cancellation

ORIGINAL

CC-1E15 Ptd. in U.S.A.

MONS 157444

Authorized Agent

CONFIDENTIAL BUSINESS INFORMATION

Monsanto CBI 5A008416

INSURANCE COMPANY OF NORTH AMERICA, PHILADELPHIA, PENNSYLVANIA

Attached to and hereby made a part of Certificate of Excess insurance No. XCP 144037

DECLARATIONS

Item 1.

Name of Insured -

Item 2.

Monsanto Company, Etal

800 North Lindbergh Blvd St. Louis, MO 63166

Address ---

C Producting the same THOMAS E-SEARS INC. FROM, MASS. OSTIG

Item 3. Certificate Term — From: 4/1/81

To: 4/1/82

12:01 A.M., standard time at the address of the insured as stated in Item 2 above.

item 4. Primary Insurance -

Primary Carriers

Policy Numbers

Policy Periods

See Item 4 Primary Insurance Endorsement

Item 5. Description of Primary Insurance ----

See Limits of Liability

Item 6. Description of Excess Insurance -

See Limits of Liability

\$21,125.

Item 8, attached hereto and made a part hereof:
No. 1 — Nuclear Energy Liability Exclusion Endorsoment (Form LC-1012)

See Sechedule of Endorsements

LC-1182 5M 6-73 PTD. IN U.S.A.

This is a certificate of excess insurance issued by INSURANCE COMPANY OF NORTH AMERICA (herein called INA) to the party or parties named in the declarations made a part hereof (herein called the Insured).

- A. WHEREAS, the primary carriers have issued to the insured policies of insurance listed in Item 4 (Primary Insurance) of the declarations (which policies, including renewals or replacements thereof on the same basis, are herein called the primary insurance) which are providing the insurance described in Item 5 (Description of Primary Insurance) of the declarations.
- B. NOW, this certificate is to idemnify the Insured in accordance with the applicable insuring agreements, exclusions and conditions of the primary insurance for excess loss as specified in Item 6 (Description of Excess Insurance) of the declarations.
- C. The insurance afforded by this certificate shall follow that of the primary insurance except:
 - (1) anything in this certificate or the primary insurance to the contrary notwithstanding, INA shall not be obligated to assume charge of the settlement or defense of any claim or suit brought or proceeding instituted against the Insured, but INA shall have the right and be given the opportunity to associate with the Insured in the defense or control of any claim, suit or proceeding which appears reasonably likely to involve INA, in which event the insured and INA shall cooperate in all things in the defense or control of such claim, suit or proceeding, but no obligation shall be incurred on behalf of INA without its consent being first obtained, however, in the event that the amount of the excess loss becomes certain either through trial court judgment or agreement among the Insured, the claimant and INA, then, the insured may pay the amount of excess loss to the claimant to effect settlement and, upon submission of due proof thereof, INA will indemnify the insured for such payment, or, INA will, upon request of the Insured, pay such amount to the claimant on behalf

- of the insured; (2) the insurance afforded by this certificate shall not apply to any expenses for which insurance is provided in the primary insurance; (3) where amended by endarsement attached hereto.
- D. The premium for this certificate is the amount stated in Item 7 of the declarations and is payable upon delivery of this certificate.
- E. INA shall be furnished with copies of the primary insurance and all endorsements thereto which in any manner affect this excess insurance as soon as practicable.
- F. This certificate may be canceled by the Insured by surrender thereaf to INA or any of its authorized agents, or by mailing to INA written notice stating when thereafter such cancelation shall be effective, it being agreed, however, that in the event of cancelation or termination of the primary insurance, this certificate, to the extent of such cancelation or termination, share cease to apply at the same time without notice to the insured. This certificate may be canceled by INA by mailing to the first Named Insured at the address shown herein written natice stating when, not less than thirty (30) days thereafter, such cancelation shall be effective. The mailing of natice as aforesaid shall be sufficient notice and the effective date of cancelation stated in the notice shall become the end of the term of this certificate. Delivery of such written notice either by the Insured or by INA shall be equivalent to mailing.
- G. If the period of the primary insurance is not concurrent with the terms of this certificate, it is agreed that for the purpose of determining INA's liability for loss in excess of the aggregate limits where applicable, of the primary insurance, only loss happening during the term of this certificate shall be included.

IN WITNESS WHEREOF, INSURANCE COMPANY OF NORTH AMERICA has caused this certificate to be signed by its President and Secretary-Treasurer at Philadelphia, Pennsylvania and countersigned by a duly authorized agent of the company.

Countersigned

Ageni

John R. Cox President

Harry E. Horyt

HARRY E. HOVI. Sucretary

LC-1183-1 12/66 Ptd. in U.S.A.

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 Named Insured			Endorsement Number #8
Policy Symbol XCP	Policy Number 144037	Policy Period	Effective Date of Endocument
	e of Insurance Company	()	

insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy

NOTICE OF CANCELLATION

IT IS UNDERSTOOD AND AGREED THAT IN THE EVENT OF CANCELLATION BY THE COMPANY 60 DAYS WRITTEN NOTICE OF SUCH CANCELLATION WILL BE GIVEN TO THE NAMED INSURED, EXCEPT THAT THIS AMENDMENT SHALL' NOT APPLY TO CANCELLATION FOR NON PAYMENT OF PREMIUM.

CC-1E15 Ptd. In U.S.A.

ORIGINAL

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nt Number
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ers of Endorsement

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

EXCESS FIDE LITY EXCLUSION

It is agreed that this policy shall not apply to losses sustained reason of the dishonesty of any or all of the insureds employees, as stated in Primary and Excess Fidelity Insurance coverage.

It is further agreed that losses pertaining to primary of excess Fidelity coverage shall not impair the underlying aggregate.

XL 4/22/81

Authorized Agent

CC-1E15 Ptd. In U.S.A

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ssued By (Name of Insura					
e pallay number. The rem	inder of the Infor	mation is to be com	spleted only when this	endorsement is issued subsec	uent to the preparation of
		EMPLOY	EE BENEFITS I	_iABILITY	
			IATORY ENDOR		
"it is under Benefits Lis	stood and ag	reed that the i	following exclusion in based upon i	ion is added as respe añy actual or alleged	cts to Employee
omission o	r breach of du	uty, committed	i or alleged to he	ive been committed b	y a trustee.
Employ ee i	letirement in	come Security	y Act of 1974."		,
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CC-1E15 Ptd. In U.S.A.

Named Insured			Endorsement Number
			#5
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
XCP	144037		

AIRCRAFT PRODUCTS AND GROUNDING_EXCLUSION

In consideration of the premium charged, it is understood and agreed that such insurance as is afforded by this policy shall not apply, under the Products Hazard, to any and all Aircraft Products. "Aircraft Products" means aircraft (including missles or space craft and any ground support or control equipment used therewith) and any article furnished by the insured and installed in aircraft or used in connection with aircraft or for spare parts for aircraft, or tooling used for the manufacture thereof, including ground handling tools and equipment and also means training aids, instructions manuals, blue prints, engineering or other advice and/or services and/or labor had been given or supplied by the Insured relating to such aircraft or article.

It is still further agreed that such insurance as is afforded by this policy shall not apply to any claim or claims, arising out of Grounding. "Grounding" means the complete and continuous withdrawal at or about the same time in the interest of safety, of one or more aircraft from all flight operations because of a like defect, fault or condition or suspicion thereof in two or more such aircraft whether such aircraft so withdrawn are owned or operated by the same or different persons; firms or corporations. A grounding shall be deemed to commence from the date of an accident or occurrence which discloses such defect, fault or condition, or on the date an aircraft is first withdrawn from service on account of such defects, fault or condition, whichever first occurs.

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Authorized Agent

CC-1E15 Ptd. in U.S.A.

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Policy Symbol XCP	Policy Number 144037	Policy Period	Effective Date of Endorsement
Issued By (Nam	e of Insurance Company	1)	

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

DEFINITION OF "NAMED ASSURED"

1. Monsanto Company and/or subsidiaries, owned and controlled companies, held directly or indirectly, as now or hereafter constituted; and associated and affiliated companies in which Monsanto Company has an interest equal to 50% or less, either directly or indirectly, but only to the extent of Monsanto Company's interest.

Notwithstanding the foregoing, the name of the Assured is subject to the terms and conditions of the Joint Venture Clause forming part of this policy.

- 2. Monsanto Company is authorized to act in behalf of all interests included as Named Assureds with respect to all matters relating to insurance afforded by this insurance, including the giving and receiving of notice of cancellation, the paying of premiums, and receiving of return premiums, if any.
- 3. The following are included as Assureds hereunder:
 - A) "M-E" and Emery Industries, Inc., but only with respect to Liability arising from the operations of Monsanto Company or arising from the maintenance and use of the premises at Nitro West Virginia but not for any limit of insurance greater than that specified in the Monsanto Emery agreement.
 - B) TOSCO Corporation but only with respect to Liability arising from the operations of Monsanto Company at Plants jointly owned by Monsanto Company and Tosco Corporation at AVON, California but not for any limit of insurance greater than that specified in the Monsanto-TOSCO agreement.

CC-1E15 Ptd. in U.S.A.

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MONS 157346

Authorized Agent

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lamed Insured			Endorsement Number
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offey Symbol	Policy Number	Policy Period	Effective Date of Endorsement
XCP	144037		
wed By (Name	of Insurance Company	1	
			•

C) Continental Oil Company (CONOCO) but only with respect to liability arising out of the construction, maintenance, use or operation of the joint venture facilities at Chocolate Bayou but not for any limit of insurance greater than that specified in the Monsanto-CONOCO agreement.

It is further agreed that exception (7) of the Broad as Primary Rider shall not apply to this joint venture operations, nor shall the joint venture clause attached to this policy apply with respect to this joint venture.

D) Slay Bulk Terminals, Inc. is included as an Additional assured hereunder but only with respect to the liability arising from the operations of Monsanto Company at Barton Street and Victor Street terminals, and subject to the limit of insurance as specified in the Barton Street and Victor Street operating agreements.

Nothing contained in the foregoing shall increase underwriters limit of liability under this policy that shown in the declarations.

CC-1E15 Ptd, In U.S.A.

MONS 157347

Authorized Agent

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lemed Insured		· · · · · · · · · · · · · · · · · · ·	Endorsement Number
Policy Symbol	Policy Number Policy Period	·	#3 (Page 1 of 3
XCP	144037		
	of Insurance Company) The remainder of the information is to be com	pleted only when this endorse	ment is issued subsequent to the preparetion of
<u>It</u>	em 4 Primary Insurance En	1	
	Primary Carriers	Policy Numbers	Policy Periods
	First Layer		
	\$5,000,000 excess Primeries including Excess WC in Ohio whic \$1,000,000 self-insure		4-1-81-82
	London 100%		
	Second Layer		
	\$15,000,000 excess \$5,000,0000 excess Primaries including Excess WC in Ohio which \$1,000,000 self-insured	T.B.A.	4-1-81-82
	Third Layer		•
	\$28,000,000 excess \$20,000,000 excess Primaries	T.B.A.	4-1-81-82
	Nat'l Union London		
	Fourth Layer		
	\$10,000,000 excess \$48,000.000 excess Primaries	T.B.A	4/1/81-82
	Integrity London	`	
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Named Insured			Endorsement Number
			#3 (Page 2 of 3)
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
XCP	144037		

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy

Item 4 Primary Insurance Endorsement (Cont'd)

Primary Carriers	Policy Numbers	Policy Periods
Fifth Layer		
\$22,000,000 excess \$58,000,000 excess Primaries	T.B.A.	4-1-81-82
Cal Union Birmingham Midland Old Republic INA London		·
Sixth Layer		
\$20,000,000 excess \$80,000,000 excess Primaries	T.B.A.	4-1-81-82
Northbrook 100%		
Seventh Layer		
\$40,000,000 excess \$100,000,000 excess Primaries	T.B.A.	4-1-81-82
Nat'l Union Lexington Transit Amer. Excess Old Republic INA London		

CC-1E15 Ptd. in U.S.A.

ORIGINAL

Named Insured				Endorsement Number		
Policy Symbol	Policy Number	Policy Period	J		#3 (Page 3 of 3)	
XCP	144037		1			
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repolicy number	. The remainder of the infor	metion is to be co	mpleted only when this endorse	ment is issued subsequent to ti	ne preparation of	
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7.5	-		enotamment (Cort. e	1)		
	Primary Car	riers	Policy Numbers	Policy Per	iods	
	Eighth Laye	ır				
	\$85,000,000		T.B.A.	4/1/81 ~	0.7	
	\$140,000,00)) excess	L.D.A.	4/1/61	04	
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ORIGINAL

MONS 157350

Authorized Agent

CC-1215 Ptd. in U.S.A.

N. T.		
Named Insured		Endorsement Number
		#2
Policy Symbol Policy Number	Policy Pariod	Effective Date of Endorsement
XCP 144037		

insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

LIMITS OF LIABILITY ENDORSEMENT

Item 5

- A) \$58,000,000. Each occurrence and aggregate; where applicable; in excess of various primary policies.
- B) \$100,000,000. Each occurrence and aggregate; where applicable; in excess of various primary policies.
- C) \$140,000,000. Each occurrence and aggregate; where applicable; in excess of various primary policies.

Item 6

- A) \$2,000,000. Each occurrence and aggregate; where applicable; quota share part of \$22,000,000. each occurrence and aggregate; where applicable in excess of \$58,000,000. and various primary policies as indicated in item.
- B) \$6,000,000. Each occurrence and aggregate; where applicable; quota share part of \$40,000,000. each occurrence and aggregate; where applicable in excess of \$100,000,000 and various primary policies as indicated in item 4 & 5.
- C) \$6,000,000. Each occurrence and aggregate; where applicable; quota share part of \$85,000,000. each occurrence and aggregate; where applicable in excess of \$140,000,000. and various primary policies as indicated in item 4 & 5.

XL 4/22/81

CC-1E15 Ptg. in U.S.A.

Authorized Agent

ORIGINAL

IF		
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NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

Endt. #1

Named Insured	,
Effective	Policy Number XCP 144037
Issued By (Name of Insurance Company)	1 101 144031
The above is required to be completed only	when this endorsement is issued subsequent to the preparation of the policy.

. This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

ALL AUTOMOBILE LIABILITY, GENERAL LIABILITY AND MEDICAL PAYMENTS INSURANCE OTHER THAN FAMILY AUTOMOBILE, SPECIAL PACKAGE AUTOMOBILE. Comprehensive personal and farmer's comprehensive personal insurance

It is agreed that,

e policy does not apply:

A Under any Liability Coverage, to bodily injury or property damage

- with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability or
- resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain insacial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had the policy not hean issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by
- the United States of America, or any agency thereot, with any person or organization.

 Juntar any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to hodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or noilesiner: in
- Under any Clability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if

 1) the nuclear material labils of any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed.

 - 121 the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported of disposed of by or on behalf of an insured, or
- 13) the bodily injury of property damage arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with ine planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property IRNIAC''
- As used in this endorsement

- "hazardous propertise" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material of byproduct material, "source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or n any law amendatory thereof;
- "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;
 "weate" means any waste material (all contenting by-product reaction for in the tailings or wastes produced by the extraction or concentration of thorum from any ore processed primarily for its sources means left in resulting from the operation by any person or organization of any muclear feolitry included under the first two paragraphs of the definition of maclear facility. nuclear facility" means
 - ial any nuclear reactor.

 - to any nuture reactor, to larve quipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste, (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the primises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235.
 - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste.
- and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations: "means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;
- rty damage" includes all forms of radioactive contamination of property.

With...

Authorized Agent

LC 1012a -GL 21 19:08 791 Ptd in U.S.A.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
XCP 144037			

SCHEDULE OF ENDORSEMENTS

- No. 2 Limits of Liability Endorsement
- No. 3 Item 4. Primary Insurance Endorsement
- No. 4 Definition of Named Insured
- No. 5 Aircraft Products And Grounding Exclusion
- No. 6 Employee Benefits Liability Explanatory Endorsement
- No. 7 Excess Fidelity Exclusion
- No. 8 Notice of Cancellation

CC-1E15 Ptd. in U.S.A.

ORIGINAL

MONS 157353

Authorized Agent

INSURANCE COMPANY OF NORTH AMERICA, PHILADELPHIA, PENNSYLVANIA

Attached to and hereby made a part co XCP 1-4573 Certificate of Excess Insurance No.-

DECLARATIONS

THOMAS E-SEARS INC.

INSURANCE - REINSURANCE

SHAM MANCOCK TOWER THE TOURS

BOSTON, MASS. OZIIG

Item 1. Name of

رم الجارة

Monsanto Company, et al.

Item 2. Address — L 800 North Lindbergh Blvd.

St. Louis, Missouri

Item 3. Certificate Term -- From: April 1, 1982
To: April 1, 1983
12:01 A.M., standard time at the address of the insured as stated in Item 2 above.

Item 4. Primary Insurance-

Primery Carriers

Policy Numbers

Policy Periods

LONDON

SD 5023

4/1/82 - 4/1/83

Item 5. Description of Primary Insurance -

See Limits of Liability Endorsement

Item 6. Description of Excess Insurance -

See Limits of Liability Endorsement

item 7. Premium -

\$21,125

Item \$. attached hereto and made a part hereof: No. 1 - Nuclear Energy Liability Exclusion Endorsement (Form LC-1012) See Schedule of Endorsements

HM 7/19/82

LC-1162 SM 6-73 FTD. IN U.S.A.

This is a certificate of excess insurance issued by INSURANCE COMPANY OF NORTH AMERICA (herein called INA) to the party or parties named in the declarations made a part hereof (herein called the insured).

- A. WHEREAS, the primary carriers have issued to the Insured policies of insurance listed in Item 4 (Primary Insurance) of the declarations (which policies, including renewals ar replacements thereof on the same basis, are herein called the primary insurance) which are praviding the insurance described in Item 5 (Description of Primary Insurance) of the declarations.
- 8. NOW, this certificate is to idemnify the Insured in accordance with the applicable insuring agreements, exclusions and conditions of the primary insurance for excess loss as specified in Item & (Description of Excess insurance) of the declarations.
- C. The insurance afforded by this certificate shall follow that of the animary insurance except:
 - (1) anything in this certificate or the primary insurance to the contrary norwithstanding, INA shall not be obligated to assume charge of the settlement or defense of any claim or suit brought ar proceeding instituted against the insured, but INA shall have the right and be given the appartunity to associate with the Insured in the defense or control of any claim, suit or proceeding which appears reasonably likely to invalve INA, in which event the insured and INA shall cooperare in all things in the defense or control of such claim, suit or proceeding, but no obligation shall be incurred an behalf of INA without its consent being first abtained, however, in the event that the amount of the excess loss becames certain either through trial court judgment or agreement among the Insured, the claimant and INA, then, the Insured may pay the amount of excess loss to the claimant to effect settlement and, upon submission of due proof thereof, INA will indemnify the Insured for such payment, or, INA will, upon request of the Insured, pay such amount to the claiment on behalf

- of the insured; (2) the insurance afforded by this certificate shall not apply to any expenses for which insurance is provided in the primary insurance: (3) where amended by endarsement attached hereta.
- D. The premium for this certificate is the amount stated in Item 7 of the declarations and is payable upon delivery of this certificate.
- E. INA shall be furnished with copies of the primary insurance and all endorsements thereto which in any manner affect this excess insurance as soon as procticable.
- F. This certificate may be canceled by the Insured by surrender thereaf to INA or any of its authorized agents, or by mailing to INA written notice stating when thereafter such cancelation shall be effective. it being agreed, however, that in the event of cancelation or termination of the primary insurance, this certificate, to the extent of such cancelation or termination, shall cause to apply at the same time without natice to the insured. This certificate may be canceled by INA by mailing to the first Named Insured at the address shown herein written notice stating when, not less than thirty (30) days thereafter, such concelerion shall be effective. The mailing of notice as afaresaid shall be sufficient notice and the effective date of cancelation stated in the natice shall become the end of the term of this certificate. Delivery of such written notice either by the insured or by INA shall be equivalent to mailing,
- G. If the period of the primary insurance is not concurrent with the terms of the certificate, it is agreed that for the purpose of determining INA's liability for loss in excess of the aggregate limits where applicable, of the primary insurance, only loss happening during the term of this certificate shall be included.

IN WITNESS WHEREOF, INSURANCE COMPANY OF NORTH AMERICA has caused this certificate to be signed by its President and Secretary-Treasurer at Philadeiphia. Pennsylvania and countersigned by a duly authorized agent of the cambanty.

Cauntersideed

Agent

John H. Lax Vary & High

1

Named Insured			Endorsement Number
Policy Symbol XCP	Policy Number 144573	Policy Pariod	Effective Date of Endomement
Issued By (Name	of Insurance Company)		

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

LIMITS OF LIABILITY ENDORSEMENT

ITEM 5

- A) \$58,000,000. Each occurrence and aggregate; where applicable; in excess of various primary policies.
- B) \$100,000,000. Each occurrence and aggregate; where applicable; in excess of various primary policies.
- C) \$140,000,000. Each occurrence and aggregate; where applicable; in excess of various primary policies.

ITEM 6

- A) \$2,000,000. Each occurrence and aggregate; where applicable; quota share part of \$22,000,000. each occurrence and aggregate; where applicable in excess of \$58,000,000. and various primary policies as indicated in Item.
- B) \$6,000,000. Each occurrence and aggregate; where applicable; quota share part of \$40,000,000. each occurrence and aggregate; where applicable in excess of \$100,000,000. and various primary policies as indicated in item 4 & 5.
- C) \$6,000,000. Each occurrence and aggregate; where applicable; quota share part of \$105,000,000. each occurrence and aggregate; where applicable in excess of \$140,000,000. and various primary policies as indicated in item 4 & 5.

HM 7/19/82

CC-1E15 Ptd. in UPA.7/19/02

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Named Insured			Endorsement Number 5
Policy Symbol XCP	Polley Number 144573	Policy Period	Effective Date of Endorsement
Issued By (Name	e of Insurance Company)		

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

NOTICE OF CANCELLATION

IT IS UNDERSTOOD AND AGREED THAT IN THE EVENT OF CANCELLATION BY THE COMPANY 90 DAYS WRITTEN NOTICE OF SUCH CANCELLATION WILL HE GIVEN TO THE NAMED INSURED, EXCEPT THAT THIS AMENDMENT SHALL NOT APPLY TO CANCELLATION FOR NON PAYMENT OF PREMIUM.

CC-1215 Ptd. in U.S.A.

ORIGINAL

iemed Insured			Endomentent Number
Policy Symbol XCP	Pollay Number 144573	Policy Period	Effective Date of Endorsement

EXCESS FIDELITY EXCLUSION

It is agreed that this policy shall not apply to losses sustained reason of the dishonesty of any or all of the insureds employees, as stated in Frimary and Excess Fidelity Insurance coverage.

It is further agreed that losses pertaining to primary of excess Fidelity coverage shall not impair the underlying aggregate.

HM 7/19/82

CC-1E15 Ptd. in U.S.A.

MONS 157860

CONFIDENTIAL BUSINESS INFORMATION

Named Insured	Endorsement Number
Policy Symbol Policy Number Policy Period XCP 144573	Effective Date of Endorsement
Issued By (Name of Insurance Company)	

EMPLOYEE BENEFITS LIABILITY EXPLANATORY ENDORSEMENT

"It is understood and agreed that the following exclusion is added as respects to Employee Benefits Liability Coverage:

To any claim based upon any actual or alleged error or omission or breach of duty, committed or alleged to have been committed by a trustee, in the discharge of fiduciary duties, obligations, or responsibilities imposed by the Federal Employee Retirement Income Security Act of 1974."

HM 7/19/82

CC-1E15 Pld. In U.S.A.

Authorized Agent

NN				
Named Insured		4.00	Endorsement Number 2 (Page 1 of 2)	7
Policy Symbol XCP			Effective Date of Endorsement	1
Issued By (Nem	e of Insurance Company	1		

DEFINITION OF "NAMED ASSURED"

1.Monsanto Company and/or subsidiaries, owned and controlled companies, held directly or indirectly, as now or hereafter constituted; and associated and affiliated companies in which Monsanto Company has an interest equal to 50% or less, either directly or indirectly, but only to the extent of Monsanto Company's interest.

Notwithstanding the foregoing, the name of the Assured is subject to the terms and conditions of the Joint Venture Clause forming part of this policy.

- 2.Morsanto Company is authorized to act in behalf of all interests included as Named Assureds with respect to all matters relating to insurance afforded by this insurance, including the giving and receiving of notice of cancellation, the paying of premiums, and receiving of return premiums, if any.
- 3. The following are included as Assureds hereunder:
 - A) "M-E" and Emery Industries, Inc., but only with respect to Liability arising from the operations of Monsanto Company or arising from the maintenance and use of the premises at Nitro West Virginia but not for any limit of insurance greater than that specified in the Monsanto Emery Agreement.
 - B) TOSCO Corporation but only with respect to Liability arising from the operations of Monsanto Company at Plants jointly owned by Monsanto Company and Towco Corporation at AVON, California but not for any limit of insurance greater than that specified in the Monsanto-TOSCO agreement.

Authorized Agent

CC-1E18 Ptd. In U.S.A.

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Nerrod Insurad		Endorument Number 2 (Page 2 of 2)
Policy Symbol Policy Number Policy Period XCP 144573		Effective Date of Endorsement

C) Continental Oil Company (CONOCO) but only with respect to liability arising out of the construction, maintenance, use or operation of the joint venture facilities at Chocolate Bayou but not for any limit of insurance greater than that specified in the Monsanto-CONOCO agreement.

It is further agreed that exception (7) of the Broad as Primary Rider shall not apply to this joint venture operations, nor shall the joint venture clause attached to this policy apply with respect to this joint venture.

D) Slay Bulk Terminals, Inc. is included as an Additional assured hereunder but only with respect to the liability arising from the operations of Monsanto Company at Barton Street and Victor Street terminals, and subject to the limit of insurance as specified in the Barton Street and Victor Street operating agreements.

Nothing contained in the foregoing shall increase underwriters limit of liability under this policy that shown in the declarations.

HM 7/19/82

CC-1E15 Ptd. In U.S.A.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

Endt. #1

HM 7/19/82

Named Insured	
Effective	Policy Number XCP 144573
Issued By (Neme of Insurance Company)	:

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy.

This endorsement modifies such insurance as is afforded by the provisions of the pokey relating to the following:

ALL AUTOMOBILE LIABILITY, GENERAL LIABILITY AND MEDICAL PAYMENTS INSURANCE OTHER THAN FAMILY AUTOMOBILE. SPECIAL PACKAGE AUTOMOBILE. Comprehensive Personal and Farmer's Comprehensive Personal Insurance

- The policy does not apply

 A. Under any Liability Coverage, to bodily injury or property damage.

 1: with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability. Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - 12) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

 Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect
 - to nodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or OLGADIZATION

 - omenzation
 Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if
 Or the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed
 - (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured, or
 - (3) the bodily injury of property damage arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property
- As used in this endorsement

 - "hazardous properties" include radioactive, toxic or explosive properties,
 "nuclear material" means source material, special nuclear material or byproduct material;
 "source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
 "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;
 - "weste" means any waste material (a) containing by-product material other than the takings or wastes produced by the extraction or concentra-tion of uranium or thorium from any one processed primarily for its source material content, and (b) resulting from the operation by any person or organization of any nuclear "muclear facility" means e facility included under the first two paragraphs of the definition of nuclear facility.
 - al any nuclear reactor
 - th) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or
 - ib) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent rule, or (3) handling, processing or packaging waste, (ic) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235, (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

 "muclear resector" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass.
- of fissionable material.
- 'property damage" includes all forms of radioactive contamination of property

Authorized Agent

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- Blee	ned Insured			Endorsement Numb	
Pol	XCP Tolk	ry Number 44573	Policy Period	Effective Date of E	domenent
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			SCHEDULE OF ENDO	DRSEMENTS	
	No.1	Nuclear E	hergy Liability Exch	usion Endorsement	
	No.2	Named Ins		ì	
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	No.3			planatory Endorsement	
	No.4	Excess Fi	delity Exclusion		
	No.5	90 Day No	tice of Cancellation		-
	No.6	Limits of	Liability Endorsemen	nt i	
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INSURANCE COMPANY OF NORTH AMERICA, PHILADELPHIA, PENNSYLVANIA

Attached to and hereby made a part of Certificate of Excess Insurance No..

DECLARATIONS

Transa E Sears Inc. Agency Inc. 524 120296

C-550 Com-10\$

Item 1.

Name of

Monmanto Company, et al

item 2.

500 North Lindbergh Blvd. **Missouri** St. Louis,

Address ----

Item 3. Certificate Term — From: April 1, 1982 To: April 1, 1983

12:01 A.M., standard time at the address of the insured as stated in Item 2 above.

Item 4. Primary Insurance ---

Primary Carriers

Palicy Numbers

Policy Periods

LONDON

50 5023

V1/52 - V1/63

Item 5. Description of Primary Insurance

See Limits of Liability Endorse

item 6. Description of Excess Insurance

See Limits of Liability Endorwement

Item 7. Premium -

121,125

etteched hereto and madu a perf hereof:
No. 1 — Nuclear Energy Liability Exclusion Endorsement (Form LC-1012) See Schedule of Endorsements

HR 7/19/02

LC-1182 SM 6-73 PTD. IN U.S.A.

This is a cartificate of excess insurance issued by INSURANCE COMPANY OF NORTH AMERICA (herein called INA) to the party or parties named in the declarations made a part hereof (herein called the insured).

- A. WHEREAS, the primary carriers have issued to the insured policies of insurance listed in Item 4 (Primary insurance) of the declarations (which policies, including renewals or replacements thereof an the same basis, are herein called the primary insurance) which are providing the insurance described in Item 5 (Description of Primary Insurance) of the declarations.
- S. NOW, this conflicate is to idemnify the Insured in occardance with the applicable insuring agreements, exclusions and conditions of the primary insurance for excess less as specified in Item & (Description of Excest insurance) of the declarations.
- C. The insurance afforded by this certificate shall fallow that of the primary insurance excepts
 - (1) anything in this certificate or the primary insurance to the contrary notwithstanding, INA shall not be abligated to assume charge of the settlement or defense of any claim or suit brought ar proceeding instituted equinst the insured, but INA shall have the right and be given the appertunity to esseciate with the insured in the defense or control of any claim, suit or proceeding which annears regardably likely to involve INA, in which event the insured and INA shall cooperate in all things in the defense or control of such claim, suit or preceding, but no obligation shall be incurred on behalf of INA without its consent being first abtained, however, in the event that the amount of the exercis loss becomes certain either through triel court judement or detreement among the Insured, the claimant and INA, then, the insured may pay the amount of excess loss to the claiment to effect settlement and, upon submission of due great thereof, INA will indemnify the Insured for such payment, or, INA will, upon request of the insured, pay such amount to the claiment on behalf

- of the Insured; (2) the insurance afforded by this certificate thall not apply to any expenses for which insurance is provided in the primary insurance; (3) where amended by endorsement attached hereta.
- D. The premium for this certificate is the amount stated in Item 7 of the declarations and is payable upon delivery of this certificate.
- & INA shall be furnished with copies of the primary insurance and all endersements thereto which in any manner effect this excess insurance as soon as gractice bie.
- F. This cartificate may be canceled by the insured by surrender thereof to INA or any of its authorized agents, or by mailing to INA written notice stating when thereafter such cancelation shall be effective, it being agreed, however, that in the event of canceletien or termination of the primary insurance, this certificate, to the extent of such cancelation or termination, shall coase to apply at the same time withaur natice to the Insured. This certificate may be canceled by INA by mailing to the first Named Insured. at the address shown herein written notice stating when, not less than thirty (30) days thereafter, such conceletion shall be effective. The mailing of natica as eferessid shall be sufficient natice and the effective date of cancelation stated in the nation shall become the end of the term of this certificates. Delivery of tuch written notice either by the insured or by INA shall be equivalent to mailing.
- G. If the period of the primary insurance is not concurrent with the terms of this certificate, it is agreed that for the purpose of determining INA's liability for less in excess of the aggregate limits where applicable, of the primary insurance, only less happening during the term of this carrifleate shall be included.

IN WITNESS WHEREOF, INSURANCE COMPANY OF NORTH AMERICA has caused this certificate to be signed by its President and Secretary-Treasurer at Philadelphia, Pennsylvania and countersigned by a duly authorized agent of the ******

Adami

Hang & Hay

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amed Insured			Endorsement Number
Mo	nsanto Compa	ny, etal	7
alicy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
XCP	144573	4/1/82-83	4/1/82
	e of Insurance Company		

MAINTENANCE OF UNDERLYING INSURANCE

"It is a condition of this policy that the policy or policies referred to in the attached "Schedule of Underlying Insurances" shall be maintained in full effect during the policy period without reduction of coverage or limits except for any reduction of the aggregate limit or limits contained therein solely by payment of claims in respect of accidents and/or occurrences occurring during the period of this policy. Failure of the Named Assured to comply with the foregoing shall not invalidate this policy but in the event of such failures, the Underwriters shall only be liable to the same extent as they would have been had the Named Assured complied with the said condition."

Authorized Agent

2-1E15 Ptd. in U.S.A.

ORIGINAL

Nemed Insured			Endorsement Number 6	٦
Policy Symbol XCP	Policy Number 144573	Pollay Period	Effective Date of Endorsement	7
Issued By (Nam	e of Insurance Company) .		7
ne policy numb	r. The remainder of the in	ofcermention is to be completed only when	this endorsement is issued subsequent to the preparation of th	

LIMITS OF LIABILITY EXPOSSIBLE

ITEM 5

- A) \$58,000,000. Each occurrence and aggregate; where applicable; in excess of various primary pulicies.
- B) \$100,000,000. Each commrence and aggregate; where applicable; in excess of various primary policies.
- c) \$140,000,000. Each commune and aggregate; where applicable; in excess of various primary palities.

13m 6

- A) \$2,000,000. Each communes and aggregate; where applicable; quota share part of \$22,000,000. each communes and aggregate; where applicable in excess of \$58,000,000. and various primary policies as indicated in Itsu.
- B) \$6,000,000. Each occurrence and aggregate; where applicable; quote share part of \$40,000,000. each occurrence and aggregate; where applicable in excess of \$100,000,000. and various primary policies as indicated in item 4 & 5.
- C) \$6,000,000. Each concruses and aggregate; where applicable; quota share part of \$105,000,000. each communes and aggregate; where applicable in excess of \$140,000,000. and various primary policies as indicated in item 4 & 5.

HR 7/19/82

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Authorized Agent	

AGENT'S COPY

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Policy Symb	ot Polley Number 144573	Polloy Period	Effective	Date of Endorsement
Issued By (N	ame of Insurance Company	7)		
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Policy Byn	rbot Polley Number 124573	Policy Period	Effective Date of Endomement
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BICESS FIDELITY EXCLUSION

It is agreed that this policy shall not apply to losses sustained reason of the dishonsaty of any or all of the insureds employees, as stated in Frimary and Eroses Fidelity Insurence coverage.

It is further agreed that losses pertaining to primary of excess Fidelity coverage shall not impair the underlying aggregate.

BH 7/19/82

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Named Insured	•	,	Endomement Number
Policy Symbol ICP	Policy Number 144573	Policy Period	Effective Date of Endorsement
	e of Insurance Company		this endorsement is listed subscripent to the preparation of th

MILLIER HENEFITS LIABILITY EXPLANATION INCOMENT

"It is understood and agreed that the following exclusion is added as respects to Employee Benefits Liability Coverage:

To any claim based upon any actual or alleged error or ontesion or breach of daty, constitud or alleged to have been
constitued by a trustee, in the discharge of fichiciary duties,
obligations, or responsibilities imposed by the Federal
Replayee Redirement Income Security Act of 1974."

HM 7/19/82

CC-1815 Ptd. in U.S.A.

Authorized Agent

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· i	Named Insured	`			Endomement Number 2 (Page 1 of 2)
•	Policy Symbol.	Policy Number 1/4/5/73	Polis	ry Period	Effective Date of Endorsement
	Issued By (Nem	e of Insurance Com	pany)	·	
Insurt	the policy numbe	r. The remainder of	the information is	to be completed only wher	this andorsement is issued subsequent to the preservion of the policy.

DEFINITION OF "MAKED ASSURED"

L.Monmento Company and/or submidiaries, owned and controlled companies, held directly or indirectly, as now or hereafter constituted; and associated and affiliated companies in which Monmento Company has an interest equal to 50% or less, either directly or indirectly, but only to the extent of Monmento Company's interest.

Notwithstanding the foregoing, the name of the issured is subject to the terms and conditions of the Joint Venture Clause forming part of this policy.

- 2.Noncombe Company is matherized to set in behalf of all interests "included as Nessed Assureds with respect to all matters relating to incurence afforded by this insurence, including the giving and receiving of motion of consolistion, the paying of presime, and receiving of return presime, if any.
- 3.The following are included as Assureds hereunders .
 - A) "N-E" and Heavy Industries, Inc., but only with respect to Liability arising from the operations of Homeanto Company or arising from the maintenance and use of the premises at Hitre Vest Virginia but not for any limit of insurance greater than that specified in the Momeanto -- Beery Agreement.
 - B) TOSCO Corporation but only with respect to Liability arising from the operations of Monagate Company at Plants jointly caned by Monagate Company and Towes Corporation at AVOW, California but not for any limit of immurance greater than that specified in the Monagate-MOSCO agreement.

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	This endorsement	modifies such insurançe	as is afforded by the provi	sions of the polic	cy relating to the	following:	
	ALL AUT	MOBILE LIABILITY	, GENERAL LIABILIT	Y AND MEDI	CAL PAYME	NTS	
	INSURANCE	OTHER THAN FAMI	LY AUTOMOBILE, SI	PECIAL PACK	AGE AUTOR	AOBILE,	
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			SCHEDULE OF ENDORS	eners	
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	No.2	Named Insure			•
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	No.6	Limits of Li	ability Endormonat		
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Ptg. in U.S.,				Authorized Agent	

AGENT'S COPY

INSURANCE COMPANY OF NORTH AMERICA, PHILADELPHIA, PENNSYLVANIA

Atteched to and hereby made a part of Cartificate of Excess Insurance No. 145307

DECLARATIONS

Thomas E. Sears Ins. Agency Inc. 524 120296

C-550

Itam I.

Monsanto Company, etal 800 North Lindbergh Blvd.

St. Louis, Missouri

Item 2. Address ---- THOMAS E-SEARS INC.

INSURANCE - REINSURANCE

BOSTON, MASS. OSTIG

Hem 3. Cartificate Term - From: April 1, 1983

To: April 1, 1984
12:01 A.M., standard time at the address of the insured as stated in Item 2 above.

Item 4. Primary Insurance -

Primary Carriers

Policy Numbers

Policy Periods

LONDON

SD 5023

4/1/83-4/1/84

Item 5. Description of Primary Insurance -

See Limits of Liability Endorsement

item 4. Description of Excess Insurance ---

See Limits of Liability Endorsement

item 7. Promium ---

\$21,125.

Item 8. attached hereto and made a part hereof:
No. 1 — Nuclear Energy Liability Exclusion Endersement (Form LC-1012)
See Schedule of Endorsements

LC-1192 5M 6-73 PTD, IN U.S.A.

This is a certificate of excess insurance issued by INSURANCE COMPANY OF NORTH AMERICA (herein called INA) to the party or parties named in the declarations made a part hereof (herein called the Insured).

A. WHEREAS, the primary carriers have issued to the Insured policies of insurance listed in Item 4 (Primary Insurance) of the declarations (which policies, including renewals or replacements thereof on the same basis, are herein called the primary insurance) which are providing the insurance described in Item 5 (Description of Primary Insurance) of the declarations.

Ρ.

- 8. NOW, this certificate is to idemnify the Insured in accordance with the applicable insuring agreements, exclusions and conditions of the primary insurance for excess loss as specified in Item 6 (Description of Excess Insurance) of the declarations.
- C. The insurance afforded by this certificate shall follow that of the primary insurance except:
 - (1) anything in this certificate or the primary insurance to the contrary notwithstanding, INA shall not be obligated to assume charge of the settlement or defense of any claim or suit brought or proceeding instituted against the Insured, but INA shall have the right and be given the opportunity to associate with the Insured in the defense or control of any claim, suit or proceeding which appears reasonably likely to involve INA, in which event the insured and INA shall cooperate in all things in the defense or control of such claim, suit or proceeding, but no obligation shall be incurred on behalf of INA without its consent being first obtained, however, in the event that the amount of the excess loss becomes certain either through trial court judgment or agreement among the Insured, the claimant and INA, then, the Insured may pay the amount of excess lass to the claimant to effect settlement and, upon submission of due proof thereof. INA will indemnify the Insured for such payment, or, INA will, upon request of the Insured, pay such amount to the claimant on behalf

- of the Insured; (2) the insurance afforded by this certificate shall not apply to any expenses for which insurance is provided in the primary insurance; (3) where amended by endorsement attached hereto.
- D. The premium for this certificate is the amount stated in Item 7 of the declarations and is payable upon delivery of this certificate.
- E. INA shall be furnished with copies of the primary insurance and all endorsements thereto which in any manner affect this excess insurance as soon as practicable.
- F. This certificate may be canceled by the Insured by surrender thereof to INA or any of its authorized agents, or by mailing to INA written notice stating when thereafter such concelation shall be effective, it being agreed, however, that in the event of cancelation or termination of the primary insurance, this certificate, to the extent of such cancelation or termination, shall cease to apply at the same time without notice to the insured. This certificate may be canceled by INA by mailing to the first Named Insured at the address shown herein written notice stating when, not less than thirty (30) days thereafter, such cancelation shall be effective. The mailing of natica as aforesaid shall be sufficient notice and the effective date of cancelation stated in the notice shall become the end of the term of this certificate. Delivery of such written notice either by the Insured or by INA shall be equivalent to mailing.
- G. If the period of the primary insurance is not concurrent with the terms of this certificate, it is agreed that for the purpose of determining INA's liability for loss in excess of the aggregate limits where applicable, of the primary insurance, only loss happening during the term of this certificate shall be included.

IN WITNESS WHEREOF, INSURANCE COMPANY OF NORTH AMERICA has caused this certificate to be signed by its President and Secretary-Treasurer at Philadelphia, Pennsylvania and countersigned by a duly authorized agent of the company.

Countersigned:		John R. Long
	Agant	Harry & Hoyt

MONS 158311

LC-1183-1 12/68 Ptd. in U.S.A.

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Named Insured			Endomement Number	
Monsan	to Company, ET.	AL		
	Policy Number	Policy Period	Effective Date of Endorsement	
XCP	145307	4/1/83 - 4/1/84	4/1/83	
Issued By (Name	of Insurance Company			
INSURA	NCE COMPANY OF	NORTH AMERICA		

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy,

ACENDATORY ENDORSEMENT

It is agreed that Item 4 of the declaration is amended to replace the entry SD5023 with SD8019 effective April 1, 1983.

CC-1E15 Ptd. In U.S.A.
ORIGINAL

MONS 158312

Authorized Agent

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Named Insured			Endomement Number
Monsanto	Company, etal		1. 7
Policy Symbol	Policy Number	Policy Feriod	Effective Date of Endorsement
XCP	145307	4/1/83 - 4/1/84	April 1, 1983
Issued By (Nam	s of Insurance Company	/)	
		Insurance Company of North	America

insert the policy number. The remainder of the information is to be completed only when this andorsement is issued subsequent to the preparation of the policy.

MAINTENANCE OF UNDERLYING INSURANCE

"It is a condition of this policy that the policy or policies referred to in the attached "Schedule of Underlying Insurances" shall be maintained in full effect during the policy period without reduction of coverage or limits except for any reduction of the aggregate limit or limits contained therein solely by payment of claims in respect of accidents and/or occurrences occurring during the period of this policy. Failure of the Named Assured to comply with the foregoing shall not invalidate this policy but in the event of such failures, the Underwriters shall only be liable to the same extent as they would have been had the Named Assured complied with the said condition".

CC IE15 Ptd. in U.S.A.

MONS 158313

Authorized Agent

CRIGINAL



Named Insured		Endorsement Number	
Mo	nsanto Company	, etal	6
	Policy Number	Policy Period	Effective Date of Endorsement
XCP	145307	4/1/83 - 4/1/84	April 1, 1983
Issued By (Nam	e of Insurance Compan	y)	
	I	nsurance Company of North Am	erica

LIMITS OF LIABILITY ENDORSEMENT

ITEM 5

- A) \$58,000,000. Each occurrence and aggregate; where applicable; in excess of various primary policies.
- B) \$100,000,000. Each occurrence and aggregate; where applicable; in excess of various primary policies.
- C) \$140,000,000. Each occurrence and aggregate; where applicable; in excess of various primary policies.

ITEM 6

- A) \$2,000,000. Each occurrence and aggregate; where applicable; quota share part of \$22,000,000. each occurrence and aggregate; where applicable in excess of \$58,000,000. and various primary policies as indicated in Item.
- B) \$6,000,000. Each occurrence and aggregate; where applicable; quota share part of \$40,000,000. each occurrence and aggregate; where applicable in excess of \$100,000,000. and various primary policies as indicated in item 4 & 5.
- *C) \$6,000,000. Each occurrence and aggregate; where applicable; quota share part of \$105,000,000. each occurrence and aggregate; where applicable in excess of \$140,000,000. and various primary policies as indicated in item 4 & 5.

Authori		

CC-LE15 Ptd. in U.S.A.

ORIGINAL

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Named Insured		Endoment Number	
Monsa	nto Company, et	al	5
Palicy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
XCP	145307	4/1/83 - 4/1/84	April 1, 1983

NOTICE OF CANCELLATION

It is understood and agreed that in the event of cancellation by the Company 90 days written notice of such cancellation will be given to the named insured, except that this amendment shall not apply to cancellation for non payment of premium.

CC-IE15 Ptd. in U.S.A.

CRIGINAL

MONS 158315

Authorized Agent

Named Insured				Endomement Number	
Monsant	o Company, eta	1		4	
		Policy Feriod 4/1/83 -	4/1/84	Effective Date of Endorsement April 1, 1983	
Issued By (Nam	e of Insurance Company Ins	urance Company of	f North Amer	lca	

EXCESS FIDELITY EXCLUSION

It is agreed that this policy shall not apply to losses sustained reason of the dishonesty of any or all of the insureds employees, as stated in Primary and Excess Fidelity Insurance coverage.

It is further agreed that losses pertaining to primary of excess Fidelity coverage shall not impair the underlying aggregate.

CC-1€15 Ptd. in U.S.A.

Authorized Agent

ORIGINAL



Named Insured			Endorsement Number
Monsanto	Company, etal		3
Paticy Symbol	Palicy Number	Policy Period	Effective Date of Endorsement
XCP	145307	4/1/83 - 4/1/84	April 1, 1983
Issued By (Nen	ne of Insurance Company		
	Į:	nsurance Company of North Am	erica

EMPLOYEE BENEFITS LIABILITY EXPLANATORY ENDORSEMENT

"It is understood and agreed that the following exclusion is added as respects to Employee Benefits Liability Coverage:

To any claim based upon any actual or alleged error or omission or breach of duty, committed or alleged to have been committed by a trustee, in the discharge of fiduciary duties, obligations, or responsibilities imposed by the Federal Employee Retirement Income Security Act of 1974".

Authorized Agent

CC 1E15 Pta. in U.S.A.

ORIGINAL



Nemed Insured		Endorsement Number	
Monsant	o Company, etal	·	2
Paircy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
XCP	145307	4/1/83 - 4/1/84	April 1, 1983
Issued By INam	e of Insurance Company		
	Ir	surance Company of North Ame	erica

DEFINITION OF "NAMED ASSURED"

 Monsanto Company and/or subsidiaries, owned and controlled companies, held directly or indirectly, as now or hereafter constituted; and associated and affiliated companies in which Monsanto Company has an interest equal to 50% or less, either directly or indirectly, but only to the extent of Monsanto Company's interest.

Notwithstanding the foregoing, the name of the Assured is subject to the terms and conditions of the Joint Venture Clause forming part of this policy.

- Monsanto Company is authorized to act in behalf of all interests included as Named Assureds with respect to all matters relating to insurance afforded by this insurance, including the giving and receiving of notice of cancellation, the paying of premiums, and receiving of return premiums, if any.
- 3. The following are included as Assureds hereunder:
 - A) "M-E" and Emery Industries, Inc., but only with respect to Liability arising from the operations of Monsento Company or arising from the maintenance and use of the premises at Nitro West Virginia but not for any limit of insurance greater than that specified in the Monsento Emery Agreement.
 - B) TOSCO Corporation but only with respect to Liability arising from the operations of Monsanto Company at Plants jointly owned by Monsanto Company and Towco Corporation at AVON, California but not for any limit of insurance greater than that specified in the Monsanto-TOSCO agreement.
 - C) Slay Bulk Terminals, Inc. is included as an Additional assured hereunder but only with respect to the Liability arising from the operations of Monsanto Company at Barton Street terminals, and subject to the limit of insurance as specified in the Barton Street operating agreements.

Nothing contained in the foregoing shall increase underwriters limit of liability under this policy that shown in the declarations.

Authorized Agent	

CC-1E15 Ptd. in U.S.A.

ORIGINAL



NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)

Named Insured	Monsanto	Company,	etal		
Effective				Policy Number	
	April 1,	1983		XCP	145307
Issued By (Name	of insurance Co	mpany)			
	Insurance	e Company	of North	America	
The at					sequent to the preparation of the policy.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following,

ALL AUTOMOBILE LIABILITY, GENERAL LIABILITY AND MEDICAL PAYMENTS INSURANCE OTHER THAN FAMILY AUTOMOBILE, SPECIAL PACKAGE AUTOMOBILE, Comprehensive Personal and Farmer's Comprehensive Personal Insurance

It is agreed that

The policy does not apply

- 4. Under any Liability Coverage, to bodily injury or property damage.
 - It with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured ander any such policy but for its termination upon exhaustion of its limit of liability, or
 - Jodef any such pancy out for its terrimetral upon exhibition of its finite or industries.

 121 resulting from the hezardous properties of nuclear material and with espect to which (a) any person or organization is required to meintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the Insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by
- the United States of America, or any agency thereof, with any person or organization.

 Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to endity injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or or tangation
- runger any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if
 - If the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed
 - (2) the nuclear material is contained in spant fual or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured, or
 - (3) the bodily injury of property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the bidding right of property demage arrans out of the uniforming by an insulated in services, insulated in the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property. Inprest

As used in this endorsement

- "hazardous properties" include radioactive, toxic or explosive properties.
 "nuclear material" means source material, special nuclear material or byproduct material,
 "nource material", "epocial nuclear material", and "byproduct material" have the m
- wiel" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof,
- "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;
 "waste" means any waste material (a) containing by-product material other than the failings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its eatired material content, and (b) resulting from the operation by any person or equivation of any nuclear facility included under the first two paragraphs of the definition of nuclear facility.

 Thucker facility" means

at any nuclear reactor.

rate on large angle

- any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or 3) handling, processing or packaging waste.
- any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such majerral in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235, kd/ any structure, basin excavation, premises or place prepared or used for the storage or disposal of waste.
- and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations. 'nuclear reactor' means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass o' fissionable material,
- 'property damage" includes all forms of radioactive contamination of property

 Authorized Agent	



Named Insured			Endorsement Number	
Mon	santo Compan	y, etal		
Policy Symbol XCP	Policy Number 145307	Policy Period 4/1/83 - 84	Effective Date of Endorsement 4/1/83	
	urance Company	NY OF NORTH AMERICA		

SCHEDULE OF ENDORSEMENTS

- No.1 Nuclear Energy Liability Exclusion Endorsement
- No.2 Named Insured
- No.3 Employee Benefits Liability Explanatory Endorsement
- No.4 Excess Fidelity Exclusion
- No.5 90 Day Notice of Cancellation
- No.6 Limits of Liability Endorsement
- No.7 Maintenance of Underlying Insurance

CC-1E15 Ptd. in U.S.A.

ORIGINAL

MONS 158320

Authorized Agent

INSURANCE COMPANY OF NORTH AMERICA, PHILADELPHIA, PENNSYLVANIA

Attached to and hereby made a part of Certificate of Excess Insurance No.

DECLARATIONS

XCP 156152

Item 1. Name of

insured -

Monsanto Company, etal (as Underlying) 800 North Lindbergh Blvd.

St. Louis, MS

Item 2. Address - THOMAS E · SEARS · INC.

SOSTON, MASS. OSTIS

Item 3. Certificate Term - From: April 1, 1984

To: April 1, 1985
12:01 A.M., standard time at the address of the insured as stated in Item 2 above.

Item 4. Primary Insurance-

Companies

Primary Carriers

Policy Numbers

Policy Periods

Underwriters at Lloyds of London and Various

SD9016

4/1/84-4/1/85

item 5. Description of Primary Insurance -

See Limits of Liability Endorsement

Item 6. Description of Excess Insurance -

See Limits of Liability Endorsement

Item 7. Premium -- \$44,785.70

item 8. attached hereto and made a part hereof;

No. 1 - Nuclear Energy Liability Exclusion Endorsement (Form LC-1012) See Schedule of Endorsements

LC-11820 6:83P16 -6U S A

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CC-1E19 Ptd. in U.S.A.

Named Insured			Endorsement Number
1	Monsanto Com	pany	9
Policy Symbol	Policy Number	Policy Period	Effective Dete of Endorsement
XCP	156152	4/1/84-4/1/85	April 1, 1984
Issued By (Nem	e of Insurance Company)	:
ĺ	INSURANCE CO	MPANY OF NORTH AMERICA	Y

Insert the policy number. The remainder of the information is to be completed only when this endorsement is usued subsequent to the preparation of the policy.

FOLLOWING FORM RIDER

Except as otherwise specifically smended by endorsement attached hereto, it is understood and agreed that this Insurance covers the same insureds and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, and the amount and limits of liability) as are contained in the underlying Umbrella Liability Folicy or renewals thereof written by the Underwriters at Lloyd's of London and Various Companies.

ORIGINAL

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A.	. 1	

Named Insured		Endorsement Number	
	Monsanto Con	mpany	8
Policy Symbol	Foliay Number	Policy Period	Effective Date of Endorsement
XCP	156152	4/1/84-4/1/85	April 1, 1984
Issued By (Nam	e of Insurance Company	1	
	INSURANCE C	OMPANY OF NORTH AMERICA	*

It is agreed that this policy shall not apply, except for \$2,000,000.

part of \$28,000,000. excess of \$20,000,000., to injury which is

covered under any Workers' Compensation law or any similar law.

CC-1E15 Fig. in U.S.A.

MONS 158971

Authorized-Agent

ORIGINAL

Named (neured			Endorsement Nymber	
	Monsanto Com	pany, etal	7	
Policy Symbol	Policy Number	Policy Period	Effective Dass of Endorsement	
XCP	156152	4/1/84-85	April 1, 1984	
ssued By (Nert	e of Insurance Company	y)	1	

"It is a condition of this policy that the policy or policies referred to in the attached "Schedule of Underlying Insurances" shall be maintained in full effect during the policy period without reduction of coverage or limits except for any reduction of the aggregate limit or limits contained therein solely by payment of claims in respect of accidents and/or occurrences occurring during the period of this policy. Failure of the Named Assured to comply with the foregoing shall not invalidate this policy but in the event of such failure, the Underwriters shall only be liable to the same extent as they would have been had the Name Assured complied with the said conditions.

ORIGINAL

CC-LEIS Pig. to U.S.A.

Named Insured			Endorsement Number
	Monsanto Co	mpany etal	. 6
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
XCP	156152	4/1/84-85	April 1, 1984
saued By (Nem	e of Insurance Compan	y)	}
	Insurance C	ompany of North America	

LIMITS OF LIABILITY ENDORSEMENT

Item 5

- A. \$20,000,000. each occurrence and aggregate; where applicable; in excess of various primary policies.
- B. \$58,500,000. each occurrence and aggregate; where applicable; in excess of various primary polícies.
- C. \$100,500,000. each occurrence and aggregate; where applicable; in excess of various primary policies.
- D. \$142,500,000. each occurrence and aggregate; where applicable; in excess of various primary policies.

Item 6

- A. \$2,000,000, each occurrence and aggregate; where applicable quota share part of \$28,000,000. each occurrence and aggregate; where applicable in excess of \$20,000,000. and various primary policies as in items 4 and 5.
- B. \$2,000,000. each occurrence and aggregate; where applicable; quota share part of \$22,000,000. each occurrence and aggregate; where applicable in excess of \$58,500,000. and various primary policies as indicated in items 4 and 5.
- C. \$8,000,000. each occurrence and aggregate; where applicable; quota share part of \$42,000,000. each occurrence and aggregate: where applicable in excess of \$100,500,000. and various primary policies as indicated in items 4 and 5.
- D. \$6,000,000. each occurrence and aggregate; where applicable; quota share part of \$107,500,000. each occurrence and aggregate; where applicable in excess of \$142,500,000. and various policies as indicated in items 4 and 5.

Authorized Agent

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CC-1E15 Ptd "

Named Insured			Endorsement Number	
	Monsanto Com	5		
Policy Symbol	Policy Number	Folicy Period	Effective Date of Endorsement	
XCP	156152	4/1/84-85	April 1, 1984	
issued By (Nem	e of Insurance Company	/)		
	Insurance Co	·		

NOTICE OF CANCELLATION

It is understood and agreed that in the event of cancellation by the company 90 Days written notice of such cancellation will be given to the Named Insured, except that this amendment shall not apply to cancellation for non-payment of premium.

CC-1E15 Ptd. in U.S.A.

MONS 158974

Authorized Age

CONFIDENTIAL BUSINESS INFORMATION

Named Intured			Endorsement Number
Monsanto Company, etal			4_
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
XCP	156152	4/1/84-85	April 1, 1984

EXCESS FIDELITY EXCLUSION

It is agreed that this policy shall not apply to losses sustained reason of the dishonesty of any or all of the insureds employees, as stated in Primary and Excess Fidelity Insurance Coverage.

It is further agreed that losses pertaining or primary of Excess Fidelity Coverage shall not impair the underlying aggregate.

Authorized Agent

CC-1E15 Ptd. in U.S.A.

Named Insured			Endoment Number
	Monsanto Comp	any, etal	3
Policy Symbol	Policy Number	Policy Period	Effective Date of Endomement
XCP	156152	4/1/84-4/1/85	April 1, 1984

EMPLOYEE BENEFITS LIABILITY EXPLANATORY ENDORSEMENT

In consideration of the premium charged it is understood and agreed that following exclusion is added as respects to Employee Benefits Liability Coverage: To any claim based upon any actual or alleged error or ommission or breach of duty, committed or alleged to have been committed by a trustee in the discharge of fiduciary duties, obligations, or responsibilities imposed by the Federal Employee Retirement Income Security Act of 1974.

CC-1E15 Ptd. in U.S.A.

ORIGINAL

MONS 158976

Authorized Agent

Named Insured			Endoment Number
	Monsanto Com	pany, etal	2
Policy Symbol	Polley Number	Palley Period	Effective Date of Endorsement
XCP	156152	4/1/84-4/1/85	April 1, 1984
ssued By (Nam	s of Insurance Company	1)	
	Insurance Co	mpany of North America	

DEFINITION OF "NAMED INSURED"

 Monsanto Company and/or subsidiaries, owned and controlled companies held directly or indirectly, as now or hereafter constituted; and associated and affiliated companies in which Monsanto Company has an interest equal to 50% or less, either directly or indirectly, but only to the extent of Monsanto Company's interest.

Notwithstanding the foregoing, the name of the Assured is subject to the terms and conditions of the Joint Venture Clause forming part of this policy.

- Moreanto Company is authorized to act in behalf of all interests included as Named Assureds with respect to all matters relating to insurance afforded by this insurance, including the giving and receiving of return premiums, if any.
- 3. The following are included as Assureds hereunder:.

"M-E" and Emery Industries, Inc., but only with respect to Liability arising from the operations of Monsanto Company or arising from the maintenance and use of the premises at Nitro West Virginia but not for any limit of insurance greater than that specified in the Monsanto-TOSCO agreement.

Nothing contained in the foregoing shall increase underwriters limit of liability under this policy that shown in the declarations.

CC-1E15 Ptg. in U.S.A.

MONS 158977

Authorized Agent

ORIGINAL



NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT · (Breed Form)

Named Insured	Monsanto	Company,	etal		ENDORSEMENT	# 1
Effective	April 1,	1984		Folicy Number KCP 156152	į.	
Issued By (Name		mpony) E COMPANY	OF NORTH	AMERICA		

The above is required to be completed only when this andersement is issued subsequent to the presention of the policy.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

ALL AUTOMOBILE LIABILITY, GENERAL LIABILITY AND MEDICAL PAYMENTS insurance other than family automobile, special package automobile. Comprehensive Personal and Farmer's Comprehensive Personal Insurance

- It is agreed that:

 1. The policy down not apply:

 A. Under any Liability Coverage, to bodily injury or property damage.

 11) with respect to which an Insured under the policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability.
 - 11 with respect to which an Insured under the policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; or

 (2) resulting from the hazardous properties of nuclear instead and with respect to which its lany person or organization is required to mannain Inseriate protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the Insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, with any person or organization.

 9 Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses industration to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
 - organization.

 - Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear materials, if its the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been decharged or dispersed. (2) the nuclear material is contained in spent fuel or weste at any time possessed, handled, used, processed, stored, transported or disposed of
 - by or on behalf of an intured; or (3) the bodily injury of property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with
 - the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property 1001001
- As used in this endorsement:

 - "hazardeus proportios" include redioactive, toxic or explosive properties;
 "hazardeus proportios" include redioactive, toxic or explosive properties;
 "nessess messaries", "aposto messaries", special nuclear meterial or byproduct meterial,
 "seusos messaries", "aposto messaries", and "byproduct messaries" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereot;

 - "spent family means any fuel element or fuel component, solid or liquid, which has been used or exposed to redistron in a nuclear reactor;
 "weest" means any weste material (a) containing by-product material other than the takings or wastes produced by the extraction or concentration of the trial from the operation by any person or unanum or the num from any one processed primarily for its severe restorial content, and (b) resulting from the operation by any person or organization of any must or facility included under the first two paragraphs of the definition of nucle
 - eteer feelifty" means

 - of any number reactor, the device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent flust, or 3) handling, processing or packaging waste.

 So any administration of device used for the processing, februaring or allowing of special nuclear material if at any time the total amount of such material in the dustody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 235 or any combination thereof, or more than 250 grams of uranium 235.
 - id) any structura, beam, excevation, premises or piece prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "Musclear research" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass. "nuclear receior" m

*motudes all forms of redioactive contemination of property.

Authorized Agent

			:
Named Impured			Endorsement Number
	Monsanto Com	pany, etal	<u> </u>
Policy Symbol	Policy Number	Polley Period	Effective Date of Endorsement
XCP	156152	4/1/84 -4/1/85	April 1, 1984
Issued By (Nam	e of Insurance Company	71	1
	Insurance Co	mpany of North America	<u> </u>
he not lev numbe	r. The remainder of the i	information is to be completed only when this e	adorsement is issued subsequent to the preparation of the

SCHEDULE OF ENDORSEMENTS

- No. 1 Nuclear Energy Liability Exclusion Endorsement
- No. 2 Named Insured
- No. 3 Employee Benefits Liability Explanatory Endorsement
- No. 4 Excess Fidelity Exclusion
- No. 5 90 Day Notice of Cancellation
- No. 6 Limits of Liability Endorsement
- No. 7 Maintenance of Underlying Insurance

ORIGINAL

Insurance company of north America, Philadelphia, Pennsylvania

Attached to and hereby made a part of Certificate of Excess Insurance No. XCP 663144-7

DECLARATIONS

Item 1.

Name of insured --

Monsanto Company, etal (as Underlying) 800 North Lindbergh Blvd.

St. Louis, MS

item 2 Address - THOMAS E. SEARS .INC.

INSURANCE - REINSURANCE

JOHN HANCOCK TOWER BOSTON, MASS. ORTIG

Item 3. Certificate Term - From: April 1, 1985

To: April 1, 1986

12:01 A.M., standard time at the address of the insured as stated in Item 2 above.

Item 4. Primary Insurance --

Primary Carriers

Policy Numbers

Policy Periods

Underwriters at Lloyds

of London and Various

Companies

TBA

4-1-85 - 4-1-86

Item 5. Description of Primary Insurance --

See Limits of Liability Endorsement

Item 6. Description of Excess Insurance --

See Limits of Liability Endorsement

Item 7. Premium -

\$135,250.

item 8, attached hereto and made a part hereof;

No. 1 - Nuclear Energy Liability Exclusion Endorsement (Form LC-1012) See Schedule of Endorsements

GG/5/7/85

LC-11825 5/83 Ptd in U.S.A.

ORIGINAL

This is a certificate of excess insurance issued by INSURANCE COMPANY OF NORTH AMERICA (herein called INA) to the party or parties named in the declarations made a part hereof (herein called the Insured).

- A. WHEREAS, the primary carriers have issued to the Insured policies of insurance listed in Item 4 (Primary Insurance) of the declarations (which policies, including renewals or replacements thereof on the same basis, are herein called the primary insurance) which are providing the insurance described in Item 5 (Description of Primary Insurance) of the declarations.
- B. NOW, this certificate is to idemnify the Insured in accordance with the applicable insuring agreements, exclusions and conditions of the primary insurance for excess loss as specified in Item 6 (Description of Excess Insurance) of the declarations.
- C. The insurance afforded by this certificate shall follow that of the primary insurance except:
 - (1) anything in this certificate or the primary insurance to the contrary notwithstanding, INA shall not be obligated to assume charge of the settlement or defense of any claim or suit brought or proceeding instituted against the Insured, but INA shall have the right and be given the opportunity to associate with the Insured in the defense or control of any claim, suit or proceeding which appears reasonably likely to involve INA, in which event the insured and INA shall cooperate in all things in the defense or control of such claim, suit or proceeding, but no obligation shall be incurred on behalf of INA without its consent being first obtained, however, in the event that the amount of the excess loss becomes certain either through trial court judgment or gareement among the Insured, the claimant and INA, then, the insured may pay the amount of excess loss to the claimant to effect settlement and, upon submission of due proof thereof, INA will indemnify the Insured for such payment, or, INA will, upon request of the Insured, pay such amount to the claimant on behalf

- of the Insured; (2) the insurance afforded by this certificate shall not apply to any expenses for which insurance is provided in the primary insurance; (3) where amended by endorsement attached hereto.
- D. The premium for this certificate is the amount stated in Item 7 of the declarations and is payable upon delivery of this certificate.
- E. INA shall be furnished with copies of the primary insurance and all endorsements thereto which in any manner affect this excess insurance as soon as practicable.
- F. This certificate may be canceled by the insured by surrender thereof to INA or any of its authorized agents, or by mailing to INA written notice stating when thereafter such cancelation shall be effective. it being agreed, however, that in the event of cancelation or termination of the primary insurance, this certificate, to the extent of such cancelation or termination, shall cease to apply at the same time without notice to the Insured. This certificate may be concelled by INA by mailing to the first Named insured at the address shown herein written notice stating when, not less than thirty (30) days thereafter, such concelation shall be effective. The mailing of natice as aforesaid shall be sufficient notice and the effective date of concelation stated in the notice shall become the end of the term of this certificate. Delivery of such written notice either by the Insured or by INA shall be equivalent to mailing.
- G. If the period of the primary insurance is not concurrent with the terms of this certificate, it is agreed that for the purpose of determining tNA's liability for loss in excess of the aggregate limits where applicable, of the primary insurance, only loss happening during the term of this certificate shall be included.

IN WITNESS WHEREOF, INSURANCE COMPANY OF NORTH AMERICA has caused this certificate to be signed by its President and Secretary-Treasurer at Philadelphia, Pennsylvania and countersigned by a duly authorized agent of the campany.

Countersigned:	John R. Lay
Agent	Berther C. Alderson

LG-1183-1 12/88 Ptd in U S A

Nemed Insured	- A - 3	Endorsement Number
Monsanto Company	etal Policy Period	Effective Date of Endorsement
Policy Symbol Policy Number XCP G0 663144-7	Policy Period 4/1/85 4/1/86	
leusd By (Name of Insurance Compan)	rof North America	
he policy number. The remainder of	the information is to be completed only when the	nis endorsement is issued subsequent to the preparation of t
It is annead that	the following is excluded	from coverage under this
		.,
policy:	G.D. Searle	
•		
		•
•		
		-

ORIGINAL

Nemed Insured	onsanto Company	, etal	Endorsement Number
Policy Symbol XCP	Policy Number 663144	Folicy Foriad 4-1-85 - 4-1-86	Effective Date of Endorsement April 1, 1985
Issued By (Ner	ne of Insurance Company)		

AGENT ORANGE EXCLUSION

In consideration of the premium paid and notwithstanding anything contained in this policy to the contrary, it is agreed that such insurance as is afforded by this policy shall not apply to any bodily injury resulting from environmental disease arising out of the insurada production, Sale or use of Agent orange.

	··
3/5/7/85	Authorizes Agent

CC-1E18 Ptd. in U.S.A.

ORIGINAL '

	Named Insured Mo	nsanto Company,	etal	Endortement Number 10
	Policy Symbol XCP	Policy Number 663144	Policy Period 4-1-85 - 4-1-86	Effective Date of Endomerment April 1, 1985
		of Insurance Company) surance Company	of North America	
HSFT T	the policy number	. The remainder of the info	mution is to be completed only when this er	ndorsement is issued subsequent to the preparation of the po

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Pollution Exclusion

It is agreed that this insurance shall not apply to any damages, claims expense, or liability for personal injury or property damage arising out of the discharge, dispersed, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants, or pollutants into or upon land, the atmosphere or any watercourse or body of water.

It is further agreed that the underlying limit scheduled in the declarations shall not be reduced by the payment of any claim or expense covered under the Underlying insurance but not covered hereunder by reason of the terms of this endorsement.

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Authorized Agent

CC-1E15 Ptd. In U.S.A.

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Named Insured Monsanto Company, etal			Endorsement Number 9
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
XCP	663144	4-1-85 - 4-1-86	April 1, 1985

OIL INDUSTRY LIMITATION ENDORSEMENT

In consideration of the premium paid, and notwithstanding anything contained in this policy to the contrary, it is agreed that:

- A. This insurance shall not apply to:
 - (1) Claims in respect of seepage and pollution including (a) fines, penalties, punitive or exemplary damage (b) the cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances except only when arising directly from operations on land, and then subject to the terms of conditions of the Seepage, Pollution and Contamination Clause attached to the policy.
 - (2) Loss of hole and in-hole equipment, including fishing cost.
 - (3) Any cost or expense incurred by or at the request of the Insured or any co-owner of the working interest in connection with controlling or bringing under control and oil, gas or water well which becomes out of control. A well shall be deemed "out of control" only so long as thereis a continuous flow of drilling fluid, oil, gas or water above the surface of the ground or ocean floor which is uncontrollable.
 - (4) Removal of debris or wreck.
 - (5) Damages claimed by any co-owner of the working interest.
 - (6) Loss or damage to drilling rigs, drilling or producing platforms, workover rigs, service rigs, and equipment of specialty contractors in the Insured's care, custody or control.
- B. Except insofar as coverage is available to the Insured in valid and collectible underlying insurance as listed in the Schedule of Underlying Insurance, for the full limit shown therein, and then only for such liability for which coverage is afforded under said underlying insurance, this insurance shall not apply to:
 - (1) Injury to or destruction of Underground Property defined below as "Underground Resources and Equipment Hazard", except as excluded in Item A (2) above.

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Named Insured			Endonement Number
			9 page 2
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
	e of Insurance Company		

- (2) Injury to or destruction of property located on or above the surface of the earth arising from a blowout or cratering of any well.
- (3) Injury to ordestruction of property arising out of blasting or explosion as defined below.
- (4) Injury to or destruction of property arising out of the saline substances contamination hazard as defined below, except as excluded by the Seepage, Pollution and Contamination Clause attached to the policy.
- (5) Contractural liability as defined in the underlying insurance.
- (6) Occurrence basis Property Damage Liability as defined in the underlying insurance.
- (7) Property of others in the Insured's care, custody or control, except as excluded in Item A (6) above.
- (8) Products Liability and Completed Operations Liability as defined in the underlying insurance.
- (9) Drilling and/or workover and/or well servicing operations.
- (10) Watercraft liability as covered in the underlying insurance.
- (11) Automobile liability as defined in the underlying insurance.

As used in this Endorsement, the following Definitions apply:

- (a) "Underground Resources and Equipment Hazard" includes property damage to any of the following:
 - (1) oil, gas, water or other mineral substances which have not been reduced to physical possession above the surface of the earth;
 - (2) any well, hole, formation, strata or area in or through which exploration for or production of any substances is carried on;
 - (3) any casing, pipe, bit, tool, pump or other drilling or well servicing machinery or equipment located beneath the surface of the earth in any such well or hole.
- (b) "Explosion Hazard" includes property damage arising out of blasting

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	Monsanto Compa	ny, etal	Endorsement Number 9 page 3
licy Symbol	Policy Number	Policy Period	Effective Date of Endorsement

- or explosion. The explosion hazard does not include property damage:
- arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment; or
- (2) arising out of operations performed for or on behalf of the named insured by independent contractors; or
- (3) included within the completed operations hazard or the underground property damage hazard; or
- (4) for which liability is assumed by the insured under an incidental contract.
- (c) "Saline Substances Contamination Hazard" includes property damage to any of the following wherever located;
 - (1) oil, gas, water or other mineral substances, if the property damage is caused directly or indirectly by a saline substance:
 - (2) any other property, if the property damage results from the property damage described in subdivision (1) of this hazard.

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CC-1E15 Ptd. in U.S.A.

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emed Insured			Endorsement Number
	Monsanto Company	, etal	8
olicy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
XCP	663144	4-1-85 - 4-1-86	April 1, 1985

AIRCRAFT PRODUCTS AND GROUNDING EXCLUSION

In consideration of the premium charged, it is agreed that this policy shall not apply to any liability for damages, direct or consequential, and expenses arising out of aircraft products or reliance upon an representation or warranty made with respect thereto, or to any liability arising out of the grounding of any aircraft.

"Aircraft Products" means aircraft (including missiles, spacecraft, and/or any ground support or control equipment used therewith) and any other goods or products manufactured, sold, handled or distributed or services provided or recommended by the Insured or by others trading under his name for use in the manufacture, repair, operation, maintenance or use of any aircraft.

"Grounding" shall mean the withdrawal of one or more aircraft from flight operations or the imposition of speed, passenger or load restrictions on such aircraft, by reason of the existence of or alleged or suspected existence of any defect, fault or condition in such aircraft or any part thereof sold, handled or distributed by the Insured or manufactured, assembled or processed by any other person or organization according to specifications, plans, suggestions, orders or drawings of the Insured or with tools, machinery or other equipment furnished to such persons or organizations by the Insured, whether such aircraft so withdrawn are owned or operated by the same or different persons or organizations.

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Named Insured			Endorsement Number
Monsanto	Company, etal		7
	Policy Number	Policy Period	Effective Deta of Endorsement
XCP	663144	4-1-85 - 4-1-86	April 1, 1985
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"It is a condition of this policy that the policy or policies referred to in the attached "Schedule of Underlying Insurances" shall be maintained in full effect during the policy period without reduction of coverage or limits except for any reduction of the aggregate limit or limits contained therein solely by payment of claims in respect of accidents and/or occurrences occurring during the period of this policy. Failure of the Named Assured to comply with the foregoing shall not invalidate this policy but in the event of such failure, the Underwriters shall only be liable to the same extent as they would have been had the Name Assured complied with the said conditions.

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Named Insured Monsanto Company, etal			Endomement Number 6
Policy Symbol XCP	Policy Number 663144	Folicy Period 4-1-85 - 4-1-86	Effective Data of Endorsement April 1, 1985
	e of Insurance Company) surance Company	of North America	

LIMITS OF LIABILITY ENDORSEMENT

Item 5

- A. \$68,000,000. each occurrence and aggregate; where applicable; in excess of various primary policies.
- B. \$80,000,000. each occurrence and aggregate; where applicable; in excess of various primary policies.
- C. \$100,000,000.each occurrence and aggregate; where applicable; in excess of various primary policies.
- D. \$150,000,000.each occurrence and aggregate; where applicable; in excess of various primary policies.

Item 6

- A. \$2,000,000. each occurrence and aggregate; where applicable quota share part of \$12,000,900. each occurrence and aggregate; where applicable in excess of \$68,000,000. and various primary policies as in items 4 and 5.
- B. \$5,500,000. each occurrence and aggregate; where applicable; quota share part of \$20,000,000. each occurrence and aggregate; where applicable in excess of \$80,000,000. and various primary policies as indicated in items 4 and 5.
- C. \$8,000,000. each occurrence and aggregate; where applicable; quota share part of \$50,000,000. each occurrence and aggregate; where applicable in excess of \$100,000,000. and various primary policies as indicated in items 4 and 5.
- D. \$8,500,000. each occurrence and aggregate; where applicable; quota share part of \$50,000,000. each occurrence and aggregate; where applicable in excess of \$150,000,000. and various policies as indicated in items 4 and 5.

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Named Insured Monsanto Company, etal			Endorsement Number 5
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement April 1, 1985
XCP	663144	4-1-85 - 4-1-86	

NOTICE OF CANCELLATION

It is understood and agreed that in the event of cancellation by the company 90 Days written notice of such cancellation will be given to the Named Insured, except that this amendment shall not apply to cancellation for non-payment of premium.

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Palicy Symbol XCP	Polley Number	Policy Period	Effective Date of Endorsement
	663144	4-1-85 - 4-1-86	April 1, 1985

EXCESS FIDELITY EXCLUSION

It is agreed that this policy shall not apply to losses sustained reason of the dishonesty of any or all of the insureds employees, as stated in Primary and Excess Fidelity Insurance Coverage.

It is further agreed that losses pertaining or primary of Excess Fidelity Coverage shall not impair the underlying aggregate.

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Named Insured	Monsanto	Company, etal	Endorsement Number 3
Policy Symbol XCP	Policy Number 563144	Policy Period 4-1-86	Effective Open of Endorwhent April 1, 1985

EMPLOYEE BENEFITS LIABILITY EXPLANATORY ENDORSEMENT

In consideration of the premium charged it is understood and agreed that the following exclusion is added as respects to Employee Benefits Liability Coverage: To any claim based upon any actual or alleged error or omission or breach of duty, committed or alleged to have been committed by a trustee, in the discharge of fiduciary duties, obligations, or responsibilities imposed by the Federal Employee Retirement Income Security Act of 1974.

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Named Insured			Endorsement Number
Mo	nsanto Company,	etal	-2
Policy Symbol	Policy Number	Palicy Period	Effective Date of Endorsement
XCP	663144	4-1-85 - 4-1-86	April 1, 1985
	e of Insurance Company		1 April 1, 1985

DEFINITION OF "NAMED INSURED"

1. Monsanto Company and/or subsidiaries, owned and controlled companies held directly or indirectly, as now or hereafter constituted; and associated and affiliated companies in which Monsanto Company has an interest equal to 50% or less, either directly or indirectly, but only to the extent of Monsanto Company's interest.

Notwithstanding the foregoing, the name of the Assured is subject to the terms and conditions of the Joint Venture Clause forming part of this policy.

- 2. Monsanto Company is authorized to act in behalf of all interests included as Named Assureds with respect to all matters relating to insurance afforded by this insurance, including the giving and receiving of return premiums, if any.
- 3. The following are included as Assureds hereunder:

"M-E" and Emery Industries, Inc., but only with respect to Liability arising from the operations of Monsanto Company or arising from the maintenance and use of the premises at Nitro West Virginia but not for any limit of insurance greater than that specified in the Monsanto-TOSCO agreement.

Nothing contained in the foregoing shall increase underwriters limit of liability under this policy that shown in the declarations.

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NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)

Name	ed Insured			
	Monsanto Comp	any, etal		
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İ	April 1, 1985		XCP 663144	
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1	Insurance Com	pany of North	America	

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy,

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

ALL AUTOMOBILE LIABILITY, GENERAL LIABILITY AND MEDICAL PAYMENTS INSURANCE OTHER THAN FAMILY AUTOMOBILE. SPECIAL PACKAGE AUTOMOBILE. COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE

It is agreed that,

it is family does not apply

A. Under any Elability Coverage, to bodily injury or property damage

- Under any Electricy Coverage, to occurry money or inchance an insured under a nuclear energy liability policy issued by Nuclear Energy Liability (naurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability, or
- uncer any such policy but for its termination upon exhaustion of its limit of isolately, or resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not here issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by
- the United States of America, or any agency thereof, with any person or organization

 similar any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to hodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or
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- (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured, or
 - by or on center of an inspred, or a superior of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to properly damage to such nuclear facility and any property. Inerest
- II. As used in this endorsement

- As used in this endorsement

 "hazardeous properties" include radioactive, toxic or explosive properties.

 "nuclear material" means source material, special nuclear material or byproduct material,

 "severe material", "special nuclear material", and "hyproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

 "severe fuelt" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor,

 "weste" means any waste material (a) containing by-product material other than the failings or wastes produced by the extraction or concentration of uranium or thorium from any one processed primarily for its sewice material content, and bit resulting from the operation by any person or organization of any material resulting included under the first two paragraphs of the definition of machine feetility.

 "nuclear facility" means

 Ital any nuclear reactor,

 Italia any nuclear reactor,
- tb) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or

- material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235, (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations, "needlear reaction" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.
- preparty demage" includes all forms of radioactive contamination of property

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Named Insured Mo	nsanto Company.	eral	Endorsement Number
	Policy Number	Policy Period	Effective Date of Endorsement
XCP	663144	4-1-85 - 4-1-86	April 1, 1985
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SCHEDULE OF ENDORSEMENTS

- No. 1 Nuclear Energy Liability Exclusion Endorsement
- No. 2 Named Insured
- No. 3 Employee Benefits Liability Explanatory Endorsement
- No. 4 Excess Fidelity Exclusion
- No. 5 90 Day Notice of Cancellation
- No. 6 Limits of Liability Endorsement
- No. 7 Maintenance of Underlying Insurance
- No. 8 Aircraft Products Exclusion
- No. 9 Oil Industry Limitation Endorsement
- No.10 Pollution Exclusion Endorsement
- No.11 Agent Orange Endorsement

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